



# भारत का राजपत्र The Gazette of India

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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके ।

Separate paging is given to this Part in order that it may be filed  
as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 22 अप्रैल, 1970 तक प्रकाशित किये गये :—

The undermentioned Gazettes of India Extraordinary were published up to the 22nd April, 1970:—

सं० No.	No. and Date	Issued by	Subject
III	S.O. 1176, dated 25th March, 1970.	Election Commission of India.	Election to the Council of States by the Elected Members of the Andhra Pradesh Legislative Assembly.
	एस० ओ० 1176, दिनांक 25 मार्च, 1970	भारत निर्वाचन आयोग	आन्ध्र प्रदेश विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिए निर्वाचन ।
	S.O. 1177, dated 25th March, 1970.	Do	Election to the Council of States by Elected Members of the Assam Le- gislative Assembly.
	एस० ओ० 1177, दिनांक 25 मार्च, 1970	तदेव	असम विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिए निर्वाचन ।
	S.O. 1178, dated 25th March, 1970.	Do.	Election to the Council of States by the Elected Members of the Bihar Legislative Assembly.

Issue No.	No. and Date	Issued by	Subject
	एस० ओ० 1178, दिनांक 25 मार्च, 1970	भारत निर्वाचन आयोग	बिहार विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिये निर्वाचन।
S.O. 1179, dated 25th March, 1970.		Election Commission of India	Election to the Council of States by the Elected Members of the Legislative Assembly of Gujarat.
	एस० ओ० 1179, दिनांक 25 मार्च, 1970	तदैव	गुजरात विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिए निर्वाचन।
S.O. 1180, dated 25th March, 1970.		Do.	Election to the Council of States by the Elected Members of the Haryana Legislative Assembly.
	एस० ओ० 1180, दिनांक 25 मार्च, 1970	तदैव	हरियाणा विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिये निर्वाचन।
S. O. 1181, dated 25th March, 1970.		Do.	Election to the Council of States by the Elected Members of the Jammu and Kashmir Legislative Assembly.
	एस० ओ० 1181, दिनांक 25 मार्च, 1970	तदैव	जम्मू तथा काश्मीर विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिए निर्वाचन।
S.O. 1182, dated 25th March, 1970.		Do.	Election to the Council of States by the Elected Members of the Mysore Legislative Assembly.
	एस० ओ० 1182, दिनांक 25 मार्च, 1970	तदैव	मैसूर विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिए निर्वाचन।
S. O. 1183, dated 25th March, 1970.		Do.	Election to the Council of States by the Elected Members of the Orissa Legislative Assembly.
	एस० ओ० 1183, दिनांक 25 मार्च, 1970	तदैव	उड़ीसा विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिए निर्वाचन।
S.O. 1184, dated 25th March, 1970.		Do.	Election to the Council of States by the Elected Members of the Rajasthan Legislative Assembly.
	एस० ओ० 1184, दिनांक 25 मार्च, 1970	तदैव	राजस्थान विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिये निर्वाचन।

Issue No.	No. and Date	Issued by	Subject
	S. O. 1185, dated 25th March, 1970.	Election Commission of India	Election to the Council of States by the Elected Members of the Tamil Nadu Legislative Assembly.
	एस० ओ० 1185, दिनांक 25 मार्च, 1970	भारत निर्वाचन आयोग	तमिल नाडु विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिये निर्वाचन।
	S. O. 1186, dated 25th March, 1970.	Do.	Election to the Council of States by the Elected Members of the Uttar Pradesh Legislative Assembly.
	एस० ओ० 1186, दिनांक 25 मार्च, 1970	तदैव	उत्तर प्रदेश विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिए निर्वाचन।
	S. O. 1187, dated 25th March, 1970.	Do.	Election to the Council of States by the Elected Members of the West Bengal Legislative Assembly.
	एस० ओ० 1187, दिनांक 25 मार्च, 1970	तदैव	पश्चिमी बंगाल विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिए निर्वाचन।
	S. O. 1188, dated 25th March, 1970.	Do.	Election to the Council of States by the Elected Members of the Electoral College of the Union Territory of Delhi.
	एस० ओ० 1188, दिनांक 25 मार्च, 1970	तदैव	दिल्ली संघ राज्य क्षेत्र के निर्वाचकगण के सदस्यों द्वारा राज्य सभा के लिए निर्वाचन।
	S. O. 1189, dated 25th March, 1970.	Do.	Election to the Council of States by the Members of the Electoral College of Himachal Pradesh.
	एस० ओ० 1189, दिनांक 25 मार्च, 1970	तदैव	हिमाचल प्रदेश संघ राज्य क्षेत्र के निर्वाचकगण के सदस्यों द्वारा राज्य सभा के लिये निर्वाचन।
112	S. O. 1190, dated 25th March, 1970.	Ministry of Finance.	Appointment of Valuers for Estate Duty for a period of five years.
113	S. O. 1119, dated 25th March, 1970.	Ministry of Labour, Employment and Rehabilitation.	Constitution of a National Industrial Tribunal at Bombay for adjudicating an industrial dispute between the management of M/s All India Handloom Fabrics Marketing Co-operative Society Limited, Bombay and their workmen in the Society's units at Bombay, Calcutta, Delhi, Madras and Ahmedabad.

Issue No.	No. and Date	Issued by	Subject
114	S.O. 1192, dated 26th March, 1970.	Ministry of Industrial Development, Internal Trade and Company Affairs.	Granting recognition to the East India Jute and Hessian Exchange Limited, 43, Netaji Subhas Road, Calcutta for a further period of one year ending with the 28th March, 1971, in respect of forward contracts in jute goods in the City of Calcutta.
	का० आ० 1192, दिनांक 26 मार्च, 1970	औद्योगिक विकास, आन्तरिक व्यापार और कम्पनी मंत्रालय	ईस्ट इंडिया जूट एंड हेसन एक्सचेंज लि०, 43, नेताजी सुभाष रोड, कलकत्ता को जूट माल में अग्रिम संविदाओं की बाबत 28 मार्च, 1971 तक के लिए मान्यता की अवधि बढ़ाना।
	S. O. 1193, dated 26th March, 1970.	Do.	Granting recognition to the East India Jute and Hessian Exchange Limited, 43, Netaji Subhas Road, Calcutta for a further period of one year ending with the 28th March, 1971, in respect of forward contracts in raw jute (including mesta) in the States of West Bengal, Bihar, Assam and Orissa and the Union territory of Tripura.
	का० आ० 1193, दिनांक 26 मार्च, 1970	तदैव	ईस्ट इंडिया जूट एंड हेसन एक्सचेंज लि०, 43, नेताजी सुभाष रोड, कलकत्ता को पश्चिम बंगाल, बिहार, असम और उड़ीसा राज्य और त्रिपुरा संघ राज्य क्षेत्र में अग्रिम संविदाओं के लिए 28 मार्च, 1971 तक मान्यता प्रदान करना।
115	S.O. 1194, dated 26th March, 1970.	Election Commission of India.	Declarations containing the names of the candidates elected from the Electoral Colleges of the Autonomous Districts of Garo Hills, united Khasi and Jaintia Hills and Jowai to the Provisional Legislative Assembly of Meghalaya.
	एस० ओ० 1194, दिनांक 26 मार्च, 1970	भारत निर्वाचन आयोग ]	गारो पहाड़ी, संयुक्त खासी-जयन्तिया पहाड़ी और जोवाई स्वायत्त जिलों के निर्वाचकगणों से निर्वाचित अभ्यर्थियों के नामों की मेघालया की अस्थायी विधान सभा के लिये घोषणा।
116	S.O. 1195, dated 26th March, 1970.	Ministry of Shipping and Transport.	Specifying that the Companies Act, 1956 (1 of 1956) shall apply to the Jayanti Shipping Company Limited, except its sanction 324 A.

Issue No.	No. and Date	Issued by	Subject
117	S.O. 1196, dated 28th March, 1970.	Election Commission of Indig.	Notifying the names of the members who have been elected by the Electoral Colleges of the autonomous districts of Garo Hills, united Khasi-Jaintia Hills and Jowai.
	का० आ० 1196, दिनांक 28 मार्च, 1970	भारत निर्वाचन आयोग	गोरो पड़ाड़ी, संयुक्त खासी-जयन्तिया पड़ाड़ी और जवाई स्वायत्त जिलों से निर्वाचित सदस्यों के नाम की अधिसूचना।
118	S.O. 1197, dated 28th March, 1970.	Ministry of Labour, Employment and Rehabilitation.	Change of pattern in the provident fund accumulations.
	S. O. 1198, dated 28th March, 1970.	Do.	Direction that accumulations out of provident fund contributions, interest and other receipts as reduced by obligatory outgoings shall be invested in accordance with the pattern stated here in.
119	S.O. 1199, dated 28th March, 1970.	Ministry of Industrial Development, Internal Trade and Company Affairs.	The India Tourism Development Corporation Amalgamation Order, 1970.
120	S.O. 1283, dated 30th March, 1970.	Ministry of Law.	Bye-election to the Council of States by the Elected Members of the Legislative Assembly of Mysor.
	का० आ० 1283, दिनांक 30 मार्च, 1970	विधि मंत्रालय	मैसूर की विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिये उपनिर्वाचन।
121	S.O. 1284, dated 31st March, 1970.	Do.	Bye-election to the Council of States by the Elected Members of the Legislative Assembly of Haryana.
	का० आ० 1284 दिनांक 31 मार्च, 1970	तदैव	हरियाणा की विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिये उपनिर्वाचन।
122	S.O. 1285, dated 31st March, 1970.	Ministry of Foreign Trade.	The Imports (Control) First Amendment Order, 1970.
123	S. O. 1286, dated 1st April, 1970.	Do.	The Exports (Control) seventh Amendment Order, 1970.
124	S.O. 1287, dated 1st April, 1970.	Ministry of Railways.	Report on the causes of collision between 6 Down Amritsar-Howrah Mail and 1267 Up SQT Goods Train at Dumraon Station of the Eastern Railway on 21st July, 1962.
125	S.O. 1288, dated 2nd April, 1970.	Ministry of Information and Broadcasting.	Approval of the film as specified in the Schedule therein.

Issue No.	No. and Date	Issued by	Subject
	एस० ओ० 1288, दिनांक 2 अप्रैल, 1970।	सूचना और प्रसारण मंत्रालय	अनुसूची में दी गई फिल्म को स्वीकृत करना।
126	SO. 1289, dated 2nd April, 1970.	Do.	Approval of the film as specified in the Schedule therein.
	एस० ओ० 1289, दिनांक 2 अप्रैल, 1970।	तदैव	अनुसूची में दी गई फिल्मों को स्वीकृत करना।
127	S.O. 1290, dated 2nd April, 1970.	Do.	Approval of the films as specified in the Schedule there in
	एस० ओ० 1290 दिनांक 2 अप्रैल 1970।	तदैव	अनुसूची में दी गई फिल्मों को स्वीकृत करना।
128	S.O. 1291, dated 2nd April, 1970.	Ministry of Law.	Declarations containing the names of the candidates elected to fill the seats in the council of States.
	का० आ० 1291, दिनांक 2 अप्रैल, 1970।	विधि मंत्रालय	राज्य सभा में कुछ सदस्यों के स्थानों को भरने के लिये निर्वाचित अभ्यर्थियों के नामों की घोषणाएँ।
129	S.O. 1292, dated 2nd April, 1970.	Ministry of Home Affairs	Nominating from persons to the co- uncil of States.
	का० आ० 1292, दिनांक 2 अप्रैल, 1970।	गृह मंत्रालय	राज्य सभा के लिये चार व्यक्तियों के को नामनिर्दिष्ट करना।
130	S.O. 1293, dated 3rd April, 1970.	Do.	Nominating Shri M. N. Kaul to the Council of States.
	का० आ० 1293, दिनांक 2 अप्रैल, 1970।	तदैव	राज्य सभा के लिये श्री महेश्वर नाथ कौल को नाम निर्दिष्ट करना।
131	S.O. 1294, dated 3rd April, 1970.	Do.	Declaring the duty by every per- son serving in Rajasthan for period of three months with effect from 7th April, 1970. as active duty.
	S.O. 1295, dated 3rd April, 1970.	Do.	Declaring the duty by every person serving in Haryana for period of three months with effect from 8th April, 1970, as active duty.
	S.O. 1296, dated 3rd April, 1970.	Do.	Declaring the duty by every person serving in West Bengal for period of three months with effect from 8th April 1970, as active duty.

Issue No.	No. and Date	Issued by	Subject
	S.O. 1297, dated 3rd April, 1970.	Ministry of Home Affairs	Declaring the duty by every person serving in Union Territory of Delhi for period of three months with effect from 23rd April, 1970, as active duty.
	S.O. 1298, dated 3rd April, 1970.	Do.	Declaring the duty by every person serving in Kerala for period of three months with effect from 25th April, 1970, as active duty.
132	S.O. 1299, dated 3rd April, 1970.	Ministry of Industrial Development, Internal Trade and Company Affairs.	The Cement Control (Amendment) Order, 1970.
	एस० ओ० 1299 दिनांक 3 अप्रैल, 1970।	औद्योगिक विकास आन्तरिक व्यापार तथा समवाय काय मंत्रालय।	सीमेंट नियंत्रण (संशोधन) आदेश, 1970।
133	S.O. 1300, dated 3rd April, 1970.	Election Commission of India.	Amendment in notification No. 56/69-II (S.O. 89), dated the 4th January, 1970.
	एस० ओ० 1300, दिनांक 3 अप्रैल, 1970।	भारत निर्वाचन आयोग	अधिसूचना सं० 56/69-II (का० आ० 89), तारीख 4 जनवरी, 1969 में संशोधन करना।
134	S.O. 1301, dated 3rd April, 1970.	Ministry of Law	Notifying the names of the members elected by the elected members of the Legislative Assemblies of the States (except Nagaland) and the members, of the electoral colleges of the union territories of Delhi and Himachal Pradesh and the names of the members nominated by the President.
	का० आ० 1301, दिनांक 3 अप्रैल, 1970।	विधि मंत्रालय	राज्यों की (नागालैंड को छोड़कर) विधान सभाओं के निर्वाचित सदस्यों और दिल्ली तथा हिमाचल प्रदेश के संघ राज्य क्षेत्रों के निर्वाचकगणों के सदस्यों द्वारा निर्वाचित सदस्यों के नाम तथा राष्ट्रपति द्वारा नाम निर्देशित सदस्यों के नाम जानकारी के लिए अधिसूचित करना।
135	S.O. 1302, dated 6th April, 1970.	Elections Commission of India	Bye-election to the House of the People from the 16-Buldana Parliamentary Constituency.

Issue No.	No. and Date	Issued by	Subject
	एस० ओ० 1302, दिनांक 6 अप्रैल, 1970।	भारत निर्वाचन आयोग	16-बुलढाना संसदीय निर्वाचन क्षेत्र से लोक सभा के लिये उप-निर्वाचन।
136	S.O. 1361, dated 7th April, 1970.	Ministry of Labour, Employment and Rehabilitation.	Award of the Central Government Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the management of the Kolar Gold Mining Undertakings and their Workmen.
137	S.O. 1362, dated 8th April, 1970.	Ministry of Home Affairs.	Border Security Force (Amendment) Rules, 1970.
138	S.O. 1363, dated 9th April, 1970.	Cabinet Secretariat	The Government of India (Allocation of Business, (Seventy-ninth Amendment) Rule 1970.
139	S.O. 1364, dated 10th April, 1970.	Ministry of Foreign Trade.	Extending the period of tenure, of Order No. S.O. 620/18A/ILRA/69, Dated 14th February, 1969, regarding the management of New Manockchock Spinning and Weaving Company Ltd., up to and inclusive of the 9th April, 1971.
	का० आ० 1364, दिनांक 10 अप्रैल, 1970।	विदेशी व्यापार मंत्रालय	न्यू मानक चौक स्पिनिंग एंड वीविंग कम्पनी लिमिटेड (का० आ० 620 दिनांक 14 फरवरी, 1969) का प्रधिकृत नियंत्रक का प्रबन्ध 9 अप्रैल, 1971 तक की अवधि तक बना रहेगा।
140	S.O. 1365, dated 10th April, 1970.	Election Commission of India.	Amendments in the Delimitation of Parliamentary and Assembly Constituencies Order, 1966.
141	S. O. 1392, dated 11th April, 1970.	Ministry of Information and Broadcasting	Approval of the film as specified in the schedule therein.
	एस० ओ० 1392, दिनांक 11 अप्रैल, 1970।	सूचना और प्रसारण मंत्रालय	अनुसूची में दी गई फिल्म को स्वीकृत करना।
142	S.O. 1393, dated 13th April, 1970.	Do.	Approval of the films as specified in the schedule therein.
	एस० ओ० 1393, दिनांक 13 अप्रैल, 1970।	तदीव	अनुसूची में दी गई फिल्मों को स्वीकृत करना।
143	S.O. 1394, dated 14th April, 1970.	Election Commission of India.	By-Election to the House of the People from the 74-Mathura Parliamentary Constituency in the State of Uttar Pradesh.
	एस० ओ० 1394, दिनांक 14 अप्रैल, 1970।	भारत निर्वाचन आयोग	उत्तर प्रदेश राज्य के 74-मथुरा संसदीय निर्वाचन क्षेत्र से लोक सभा के लिए उप-निर्वाचन।



Issue No.	No. and Date	Issued by	Subject
	S. O. 1395, dated 14th April, 1970.	Election Commission of India	Appointment of dates with respect to the above bye-election (S.O. 1394)-
	एस० ओ० 1395, दिनांक 14 अप्रैल, 1970 ।		ऊपरवाले उपनिर्वाचन के बारे में तारीख नियत करना (एस० ओ० 1394)।
	S. O. 1396, dated 14th April, 1970.	Do.	Fixation of hours for the above bye-election (S. O. 1394).
	एस० ओ० 1396, दिनांक 14 अप्रैल, 1970 ।	तदैव	ऊपर होने वाले उपनिर्वाचन के लिए समय नियत करना (एस० ओ० 1394) ।
	S. O. 1397, dated 14th April, 1970.	Do.	Bye-election to the House of the People from the 38-Gorakhpur parliamentary Constituency in the State of Uttar Pradesh.
	एस० ओ० 1397, दिनांक 14 अप्रैल, 1970 ।	तदैव	उत्तर प्रदेश राज्य के 38-गोरख, पुर संसदीय निर्वाचन क्षेत्र से लोक सभा के लिए उपनिर्वाचन ।
	S. O. 1398, dated 14th April, 1970.	Do.	Appointment of dates with respect to the above bye election (S.O. 1397).
	एस० ओ० 1398, दिनांक 14 अप्रैल, 1970 ।	तदैव	उपर होने वाले उपनिर्वाचन के लिये तारीख नियत करना (एस० ओ० 1397) ।
	S. O. 1399, dated 14th April, 1970.	Do.	Fixation of hours for the above bye-election ( S.O. 1397).
	एस० ओ० 1399, दिनांक 14 अप्रैल, 1970 ।	तदैव	ऊपर होने वाले निर्वाचन के लिये समय नियत करना (एस० ओ० 1397) ।
144	S. O. 1511, dated 17th April, 1970.	Do.	Appointing the Additional District Magistrate (Planning) Mathura, as the Officer to assist the Returning Officer for 74-Mathura Parliamentary Constituency.
	का० आ० 1511, दिनांक 17 अप्रैल, 1970 ।	तदैव	अतिरिक्त जिला मजिस्ट्रेट (योजना) मथुरा की, 74-मथुरा संसदीय निर्वाचन क्षेत्र के रिटर्निंग आफिसर की सहायता करने के लिए नियुक्ति करना ।
145	S.O. 1512, dated 17th April, 1970.	Do.	Bye-election to the House of the People from the 25-Sultanpur Parliamentary constituency in the State of Uttar Pradesh.

Issue No.	No. and Date	Issued by	Subject
	एस० ओ० 1512, दिनांक 17 अप्रैल, 1970।	भारत निर्वाचन आयोग	उत्तर प्रदेश राज्य के 25-मुलतानपुर संसदीय निर्वाचन क्षेत्र से लोक सभा के लिए उपनिर्वाचन।
	S. O. 1513, dated 17th April, 1970.	Election Commissions of India	Appointment of dates with respect to the above bye-election (S.O. 1512).
	एस० ओ० 1513, दिनांक 17 अप्रैल, 1970।	तद्वै	ऊपर होने वाले उपनिर्वाचन के लिए तारीख नियत करना (एस० ओ० 1512)।
	S. O. 1514, dated 17th April, 1970.	Do.	Fixation of hours for the above bye-election (S.O. 1512).
	एस० ओ० 1514, दिनांक 17 अप्रैल, 1970।	तद्वै	ऊपर होने वाले उपनिर्वाचन के लिए समय नियत करना (एस० ओ० 1512)।
146	S. O. 1515, dated 18th April, 1970.	Ministry of Health, Family Planning, Works, Housing and Urban Development.	Nominating Professor B. K. Askat, Director of Pathology, Post-Graduate Institute of Medical Education and Research, Chandigarh, as a member of the Post-Graduate Institute of Medical Education and Research, Chandigarh.
147	S. O. 1516, dated 18th April, 1970.	Ministry of Petroleum, Chemicals and Mines and Metals.	Acquisition of lands for coal.
	एस० ओ० 1516, दिनांक 18 अप्रैल, 1970।	पेट्रोलियम तथा रसायन और खान तथा धातु मंत्रालय।	कोयले के लिए अभिगृहीत की जाने वाली भूमियां।
148	S. O. 1517, dated 20th April, 1970.	Ministry of Home Affairs	Declaring the duty by every person serving in Bihar for period of three months with effect from 17th April, 1970 as active duty.
149	S. O. 1518, dated 22nd April, 1970.	Ministry of Foreign Trade	Authorising Shri K. Kishore to take over the management of the Muir Mills Co. Ltd., Kanpur.
	का० आ० 1518 दिनांक 22 अप्रैल, 1970।	विदेशी व्यापार मंत्रालय	श्री के० किशोर को म्योर मिल्स कम्पनी लिमिटेड, कानपुर का प्रबंध अपने अधिकार में लेने के लिए प्राधिकृत करना।

ऊपर लिखे असाधारण राजपत्रों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गये विधिक आदेश और अधिवृत्ताएं ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION OF INDIA

New Delhi, the 8th May 1970

S.O. 1890.—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950, the Election Commission, in consultation with the Administration of the Union Territory of Goa, Daman and Diu, hereby nominates Shri T. Kipgen, Development Commissioner, Goa, Daman and Diu Administration, as the Chief Electoral Officer for the Union Territory of Goa, Daman and Diu from the 4th May, 1970 *vice* Shri Om Prakash Garg granted leave.

[No. 154/22/70.]

By Order,  
ROSHAN LAL, Secy.

भारत निर्वाचन आयोग

नई दिल्ली, 8 मई, 1970

आ० आ० 1890.—लोक प्रतिनिधित्व अधिनियम, 1950 की धारा 13-क की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निर्वाचन आयोग, गोवा, दमण और दीव संघ राज्य क्षेत्र के प्रशासन के परामर्श से गोआ, दमण और दीव के विकास आयुक्त, श्री टी० किपगेन को, श्री ओम प्रकाश गर्ग के छुट्टी पर चले जाने पर, 4 मई, 1970 से गोआ, दमण और दीव संघ राज्य क्षेत्र के लिए मुख्य निर्वाचन आफिसर के रूप में एतद्वारा नामनिर्देशित करता है ।

[सं० 154/22/70.]

आदेश से,  
रोशन लाल, सचिव ।

ORDERS

New Delhi, the 21st April 1970

S.O. 1891.—Whereas the Election Commission is satisfied that Shri Joydeb Saha, Village Bagpara, P.O. Mohanpur, Birbhum District (West Bengal), a contesting candidate for the midterm election held in February, 1969, to the West Bengal Legislative Assembly from Nanur constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Joydeb Saha to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. WB-LA/269/69/(9).]

### आदेश

नई दिल्ली, 21 अप्रैल, 1970

क्रा० आ० 1891:—यत् निर्वाचन आयोग का समाधान हो गया है कि फरवरी, 1969 में हुए पश्चिमी बंगाल विधान सभा के लिए मध्यावधि निर्वाचन के लिए नानूर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री जोयदेव साहा, गांव बगपारा, डा० मोहनपुर जिला बीरभूम (पश्चिमी बंगाल) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने उसे सम्यक् सूचना दिए जाने पर भी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री जोयदेव साहा को संसद् के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निर्गृहीत करता है ।

[सं०—पं०—बं०—वि स०/269/69(9)]

New Delhi, the 22nd April 1970

S.O. 1892.—Whereas the Election Commission is satisfied that Shri Ibrahim Mia of Village Kokil, P.O. Dhoulatpur, District West Dinajpur, a contesting candidate for the mid-term election held in February, 1969, to the West Bengal Legislative Assembly from Gangarampur constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10 A of the said Act, the Election Commission hereby declares the said Shri Ibrahim Mia to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. WB-LA/32/69(11).]

नई दिल्ली 22 अप्रैल, 1970

क्रा० आ० 1892 यतः, निर्वाचन आयोग का समाधान हो गया है कि फरवरी, 1969 में हुए पश्चिमी बंगाल विधान सभा के लिए मध्यावधि निर्वाचन के लिए गंगारामपुर निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री इब्राहीम मिया, गांव कोकिल, डा० दौलतपुर, जिला पश्चिमी दिनाजपुर, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ।

और, यतः, उक्त उम्मीदवार ने उसे सम्यक् सूचना दिए जाने पर भी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अथ, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री इब्राहीम मिया को संसद् के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[ सं० प० वं०-वि० सं०/32/69(11) ]

*New Delhi, the 28th April 1970*

**S.O. 1893.**—Whereas the Election Commission is satisfied that Shri Asa Singh, R/o Village Khamera, Tahsil Kicha, District Nainital, Uttar Pradesh, a contesting candidate for election to the Uttar Pradesh Legislative Assembly from 16-Haldwani Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after the due notices has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Asa Singh, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/16/69(25).]

नई दिल्ली, 28 अप्रैल, 1970

एस० ओ० 1893—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए निर्वाचन के लिए 16 हलद्वानी सभा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री आसा सिंह, निवासी ग्राम खामरिया, पो० किच्छा, जिला नैनीताल, उत्तर प्रदेश लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए निगमों द्वारा अपेक्षित निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार उस सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या व्यायौचित्य नहीं है ;

अतः, अथ, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री आसा सिंह को संसद् के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० उ० प्र०-वि० सं०/16/69(25)]

**S.O. 1894.**—Whereas the Election Commission is satisfied that Shri Umrao Singh, S/o Shri Ram Singh, R/o House No. 5A/21 Subhash Bazar, Ward No. 3 Dogadda, Garhwal, Uttar Pradesh, a contesting candidate for election to the Uttar Pradesh Legislative Assembly from 4-Lansdowne Assembly Constituency, has failed to lodge an account of his election expenses within the time and in the manner as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, after considering the representation made by the candidate the Election Commission is further satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Umrao Singh, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/4/69(26).]

एस० ओ० 1894.—यतः, निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए निर्वाच के लिए 4-लैसडोन सभा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री उमराव सिंह सुपुत्र श्री राम सिंह, मकान नं० 5ए०/21, सुभाष बजार, बार्ड नं० 3 दुगहुा गढ़वाल, उत्तर प्रदेश लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित समय के अन्दर तथा रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार द्वारा दिये गये अध्यक्षवेदन पर विचार करने के पश्चात् निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्याचित्व नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री उमराव सिंह को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० उ० प्र० वि० सं०/4/69(26)]

*New Delhi, the 29th April, 1970*

S.O. 1895.—Whereas the Election Commission is satisfied that Shri Amar Chand Lakhotia, 26, Tara Chand Dutt Street, Calcutta, a contesting candidate for the Mid-term election held in February, 1969, to the West Bengal Legislative Assembly from 130-Jorabagan constituency, has failed to lodge an account of his election expenses in the manner required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, after considering the representation made by the said candidate, the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Amar Chand Lakhotia to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. WB-LA/130/69(14).]

*नई दिल्ली, 29 अप्रैल, 1970*

एस० ओ० 1895.—यतः, निर्वाचन आयोग का समाधान हो गया है कि पश्चिमी बंगाल विधान सभा के लिए फरवरी, 69 में हुए मध्यावधि निर्वाचन के लिए 130-जोराबागान निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री अमर चंद लखोटिया, 26 ताराचंद दत्ता स्ट्रीट, कलकत्ता, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्ध्य बनाए गए नियमों द्वारा अपेक्षित रीति से अपने निर्वाचन व्ययों को लेखा दाखिल करने में असफल रहे हैं ; ।

और, यतः, उक्त उम्मीदवार द्वारा दिए गए अभ्यावेदन पर विचार करने के पश्चात् निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री अमर चन्द लखोदिया को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० प० बं०-वि० सं० 130/69 (14)]

*New Delhi, the 30th April 1970*

**S.O. 1896.**—Whereas the Election Commission is satisfied that Shri L. Khater Ali of village Bansidharpur, P.O. South Bishnupur, Distt. 24-Parganas, (West Bengal), a contesting candidate for the mid-term election held in February, 1969, to the West Bengal Legislative Assembly from 97-Joynagar constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951 and the Rules made thereunder,

And whereas the said candidate, even after due notice, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure,

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri L. Khater Ali to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. WB-LA/97/69(15).]

By order,

A. N. SEN, Secy.

नई दिल्ली, 30 अप्रैल, 1970

एस० ओ० 1896—यतः निर्वाचन आयोग का समाधान हो गया है कि फरवरी, 1970 में हुए पश्चिमी बंगाल विधान सभा के लिए मध्यावधि निर्वाचन के लिए 97-जोयनगर निर्वाचन-क्षेत्र में चुनाव लड़ने वाले उम्मीदवार श्री एल० खातेर अली ग्राम-बंसीधर पुर, पो० आ० दक्षिणी विष्णुपुर, जिला 24 परगना (पश्चिमी बंगाल), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री एल० खातेर अली को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष कालावधि के लिए निरहित करता है ।

[सं० प० बं०-वि० सं० 97/69 (15)]

आदेश से,

ए० एन० सेन, सचिव ।

## MINISTRY OF FINANCE

(Department of Banking)

New Delhi, the 18th April 1970

S.O. 1897.—Statement of the Affairs of the Reserve Bank of India, as on the 10th April, 1970.

## BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid up . . . . .	5,00,00,000	Notes . . . . .	22,17,32,000
		Rupee Coin . . . . .	2,99,000
Reserve Fund . . . . .	150,00,00,000	Small Coin . . . . .	4,81,000
		Bills Purchased and Discounted : .	
National Agricultural Credit (Long Term Operations) Fund . . . . .	155,00,00,000	(a) Internal . . . . .	..
		(b) External . . . . .	..
		(c) Government Treasury Bills . . . . .	27,40,52,000
National Agricultural Credit (Stabilisation) Fund . . . . .	35,00,00,000	Balances Held Abroad* . . . . .	117,86,98,000
		Investments** . . . . .	98,75,20,000
National Industrial Credit (Long Term Operations) Fund . . . . .	75,00,00,000	Loans and Advances to :—	
		(i) Central Government . . . . .	..
		(ii) State Governments@ . . . . .	172,99,71,000
		Loans and Advances to :—	
Deposits :—		(i) Scheduled Commercial Banks† . . . . .	196,18,03,000
(a) Government		(ii) State Co-operative Banks†† . . . . .	237,84,27,000
		(iii) Others . . . . .	5,36,97,000
(i) Central Government . . . . .	52,37,98,000		



		Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund :—	
(ii) State Governments	4,91,82,000	(a) Loans and Advances to :—	
		(i) State Governments	33,86,30,000
		(ii) State Co-operative Banks	14,00,59,000
(b) Banks		(iii) Central Land Mortgage Banks	..
		(b) Investment in Central Land Mortgage Bank Debentures	9,49,70,000
		Loans and Advances from National Agricultural Credit (Stabilisation) Fund :—	
(i) Scheduled Commercial Banks	168,74,74,000		
(ii) Scheduled State Co-operative Banks	7,94,52,000	Loans and Advances to State Co-operative Banks	5,12,92,000
(iii) Non-Scheduled State Co-operative Banks	58,61,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund :—	
(iv) Other Banks	23,06,000	(a) Loans and Advances to the Development Bank	6,26,71,000
		(b) Investment in bonds/debentures issued by the Development Bank	..
(c) Others	168,86,59,000	Other Assets	45,69,25,000
Bills Payable	41,97,52,000		
Other Liabilities	127,47,43,000		
	Rupees 993,12,27,000		Rupees 993,12,27,000

- \*Includes Cash, Fixed Deposits and Short-term Securities.
- \*\*Excluding investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.
- @Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund but including temporary overdrafts to State Governments.
- †Includes Rs. 68,34,85,000 advanced to Scheduled commercial banks against usance bills under section 17(4)(c) of the Reserve Bank of India Act.
- ††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 15th day of April, 1970.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 10th day of April, 1970.  
ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	22,17,32,000		Gold Coin and Bullion :—		
Notes in Circulation . . . . .	<u>4004,87,81,000</u>		(a) Held in India . . . . .	182,53,11,000	
Total Notes issued . . . . .		4027,05,13,000	(b) Held outside India . . . . .	..	
			Foreign Securities . . . . .	<u>361,42,00,000</u>	
			TOTAL . . . . .		543,95,11,000
			Rupee Coin . . . . .		60,76 60,000
			Government of India Rupee Securities		3422,33,42,000
			Internal Bills of Exchange and other		..
			commercial paper . . . . .		
TOTAL LIABILITIES . . . . .		<u>4027,05,13,000</u>	TOTAL ASSETS . . . . .		<u>4027,05,13,000</u>

Dated the 15th day of April, 1970.

(Sd.) L. K. JHA,  
Governor.

[No. F. 3(3)-BC/70]

**वित्त मंत्रालय**  
(बैंकिंग विभाग)

नई दिल्ली, 18 अप्रैल, 1970

एस० ओ० 1897.—10 अप्रैल, 1970 को रिजर्व बैंक ऑफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण

देयताएं	रुपये	भास्तियां	रुपये
चुक्ता पूंजी . . . . .	5,00,00,000	नोट . . . . .	22,17,32,000
भारक्षित निधि . . . . .	150,00,00,000	रुपये का सिक्का . . . . .	2,99,000
		छोटा सिक्का . . . . .	4,81,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि . . . . .	155,00,00,000	खरीदे और मुनाये गये बिल :-	
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि . . . . .	35,00,00,000	(क) देशी . . . . .	..
		(ख) विदेशी . . . . .	..
		(ग) सरकारी खजाना बिल . . . . .	27,40,52,000
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि . . . . .	75,00,00,000	विदेशों में रखा हुआ बकाया* . . . . .	117,86,98,000
जमा राशियां :-		निवेश** . . . . .	98,75,20,000
(क) सरकारी		ऋण और अग्रिम :-	
(i) केन्द्रीय सरकार . . . . .	52,37,98,000	(i) केन्द्रीय सरकार को . . . . .	..
(ii) राज्य सरकारें . . . . .	4,91,82,000	(ii) राज्य सरकारों को@. . . . .	172,99,71,000
		ऋण और अग्रिम :-	
(ख) बैंक		(i) अनुसूचित वाणिज्य बैंकों को† . . . . .	196,18,03,000
(i) अनुसूचित वाणिज्य बैंक . . . . .	168,74,74,000	(ii) राज्य सहकारी बैंकों को†† . . . . .	237,84,27,000
(ii) अनुसूचित राज्य सहकारी बैंक . . . . .	7,94,52,000	(iii) दूसरों को . . . . .	5,36,97,000

देयताएं	रुपये	आस्तियां	रुपये
		राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से ऋण, अग्रिम और निवेश :-	
		(क) ऋण और अग्रिम:-	
(iii) गैर-अनुसूचित राज्य सहकारी बैंक	58,61,000	(i) राज्य सरकारों को	33,86,30,000
(iv) अन्य बैंक	23,06,000	(ii) राज्य सहकारी बैंकों को	14,00,59,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को	..
(ग) अन्य	168,86,59,000	(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम	9,49,70,000
देय बिल	41,97,52,000	राज्य सहकारी बैंकों को ऋण और अग्रिम	5,12,92,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि से ऋण, अग्रिम और निवेश :-	
अन्य देयताएं	127,47,43,000	(क) विकास बैंक को ऋण और अग्रिम	6,26,71,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश	..
		अन्य आस्तियां	45,69,25,000
रुपये	993,12,27,000	रुपये	993,12,27,000

\*नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

\*\*राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि में से किय गये निवेश शामिल नहीं हैं।

@राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों के अस्थायी ओवरड्राफ्ट शामिल हैं।

†रिजर्व बैंक आफ इंडिया अधिनियम की धारा 17 (4) (ग) के अधीन अनुसूचित वाणिज्य बैंकों को मियादी बिलों पर अग्रिम दिये गये 68,34,85,000 रुपये शामिल हैं।

††राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

तारीख : 15 अप्रैल, 1970।

रिजर्व बैंक ऑफ इंडिया अधिनियम, 1934 के अनुसरण में अप्रैल, 1970 की 10 तारीख को समाप्त हुए सप्ताह के लिये लेखा  
इशू विभाय

देयताएं	रुपये	रुपये	भास्तियां	रुपये	रुपये
बैंकिंग विभाग में रखे हुए			सोने का सिक्का और बुलियन:—		
नोट .	22,17,32,000		(i) भारत में रखा हुआ	182,53,11,000	
संचालन में नोट	4004,87,81,000		(ख) भारत के बाहर रखा हुआ	..	
			विदेशी प्रतिभूतियां	361,42,00,000	
जारी किए गए कुल नोट		4027,05,13,000			
			जोड़ . . .	543,95,11,000	
			रुपये का सिक्का	60,76,60,000	
			भारत सरकार की रुपया प्रतिभूतियां	3422,33,42,000	
			देशी विनिमय बिल और दूसरे वाणिज्य-पत्र	..	
कुल देयताएं . . .		4027,05,13,000	कुल भास्तियां .	4027,05,13,000	

तारीख: 15 अप्रैल, 1970।

(ह०) लक्ष्मी कान्त झा,  
गवर्नर।

[सं० एफ० 3 (3)-जी० सी०/70]

*New Delhi, the 8th May 1970*

**S.O. 1898.**—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (1) of section 11 of the said Act, shall not apply to the Shree Gajanan Sahakari Pedhi Ltd., Patan for a further period of one year with effect from 1st March, 1970.

[No. F.18/7/70-SB.]

नयी दिल्ली, 8 मई, 1970

**एस० नो० 1898.**—बैंकिंग विनियमन अधिनियम, 1949 (1949 के 10 वें) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय रिजर्व बैंक की सिफारिश पर केन्द्रीय सरकार एतद्वारा घोषित करती है कि उक्त अधिनियम की धारा 11 की उप-धारा (1) के उपबन्ध पहली मार्च, 1970 से और एक वर्ष की अवधि के लिए श्री गजानन सहकारी पैघी लिमिटेड, पाटन पर लागू नहीं होंगे।

[संख्या एफ० 18/7/70-एस० बी०]

New Delhi, the 14th May 1970

S.O. 1899.—Statement of the Affairs of the Reserve Bank of India, as on the 8th May, 1970

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up . . . . .	5,00,00,000	Notes . . . . .	23,22,61,000
		Rupee Coin . . . . .	4,25,000
Reserve Fund . . . . .	150,00,00,000	Small Coin . . . . .	5,36,000
National Agricultural Credit (Long Term Operations) Fund . . . . .	155,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal . . . . .	..
		(b) External . . . . .	..
		(c) Government Treasury Bills . . . . .	14,45,73,000
National Agricultural Credit (Stabilisation) Fund . . . . .	35,00,00,000	Balances Held Abroad* . . . . .	106,19,76,000
National Industrial Credit (Long Term Operations) Fund . . . . .	75,00,00,000	Investments** . . . . .	85,05,11,000
		Loans and Advances to :—	
		(i) Central Government . . . . .	..
		(ii) State Governments @ . . . . .	146 82 25,000
Deposits :—		Loans and Advances to :—	
		(i) Scheduled Commercial Banks† . . . . .	276,74,25,000
		(ii) State Co-operative Banks†† . . . . .	224,61 63,000
(a) Government :—		(iii) Others . . . . .	2,98 68,000
(i) Central Government . . . . .	94,97,31,000		

LIABILITIES		Rs.	ASSETS		Rs.
			Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—		
(i) State Governments		7,81,92,000	(a) Loans and Advances to :—		
			(i) State Governments		33,79,85,000
			(ii) State Co-operative Banks		15,35,53,000
			(iii) Central Land Mortgage Banks		..
(b) Banks :—			(b) Investment in Central Land Mortgage Bank Debentures		9,65,70,000
			Loans and Advances from National Agricultural Credit (Stabilisation) Fund—		
(i) Scheduled Commercial Banks		172,16,03,000			
(ii) Scheduled State Co-operative Banks		8,46,17,000	Loans and Advances to State Co-operative Banks		4,72,92,000
(iii) Non-Scheduled State Co-operative Banks		63,02,000			
(iv) Other Banks		21,28,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—		
(c) Others		112,96,28,000	(a) Loans and Advances to the Development Bank		6,26,71,000
Bills payable		47,23,92,000	(b) Investment in bonds/ debentures issued by the Development Bank		..
Other Liabilities		136,53,58,000	Other Assets		50,99,07,000
Rupees		1000,99,51,000	Rupees		1000,99,51,000

\*Includes Cash, Fixed Deposits and Short-term Securities.

\*\*Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 93,64,85,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 13th day of May, 1970.



An Account pursuant to the Reserve Bank of India Act, 1934 for the week ended the 8th day of May, 1970

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department .	23,22,61,000		Gold Coin and Bullion :—		
Notes in circulation . . . .	<u>4049,82,12,000</u>		(a) Held in India . . . .	182,53,11,000	
Total Notes issued . . . .		4073,04,73,000	(b) Held outside India . . . .	..	
			Foreign Securities . . . .	<u>396,42,00,000</u>	
			TOTAL . . . . .		578,95,11,000
			Rupee Coin . . . . .		56,59,28,000
			Government of India Rupee Securities .		3437,50,34,000
			Internal Bills of Exchange and other Com- mercial paper . . . . .		..
Total Liabilities . . . . .		<u>4073,04,73,000</u>	Total Assets . . . . .		<u>4073,04,73,000</u>

Dated the 13th day of May, 1970,

(Sd.) B. N. ADARKAR,  
Governor.  
[No. F. 3(3)-BC/70.]

नई दिल्ली, 14 मई, 1970

एस० ओ० 1899.—8 मई 1970 को रिजर्व बैंक आफ इंडिया के बैंकिंग विभाग के कार्य, लाभ का विवरण

देयताएं	रुपये	आस्तियां	रुपये
चुकता पूंजी . . . . .	5,00,00,000	नोट . . . . .	23,22,61,000
आरक्षित निधि . . . . .	150,00,00,000	रुपये का सिक्का . . . . .	4,25,000
		छोटा सिक्का . . . . .	5,36,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि . . . . .	155,00,00,000	खरीदे और भुनाये गये बिल:—	
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि . . . . .	35,00,00,000	(क) देशी . . . . .	..
		(ख) विदेशी . . . . .	..
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि . . . . .	75,00,00,000	(ग) सरकारी खजाना बिल . . . . .	14,45,73,000
जमा राशियां:—		विदेशों में रखा हुआ बकाया* . . . . .	106,19,76,000
(क) सरकारी		निवेश** . . . . .	85,05,11,000
(i) केन्द्रीय सरकार . . . . .	94,97,31,000	ऋण और अग्रिम:—	
(ii) राज्य सरकारें . . . . .	7,81,92,000	(i) केन्द्रीय सरकार को . . . . .	..
		(ii) राज्य सरकारों को@ . . . . .	146,82,25,000
(ख) बैंक		ऋण और अग्रिम:—	
(i) अनुसूचित वाणिज्य बैंक . . . . .	172,16,03,000	(i) अनुसूचित वाणिज्य बैंकों . . . . .	276,74,35,000
(ii) अनुसूचित राज्य सहकारी बैंक . . . . .	8,46,17,000	(ii) राज्य सहकारी बैंकों को . . . . .	224,61,63,000
		(iii) दूसरों को . . . . .	2,98,68,000

(iii) गैर अनुसूचित राज्य सहकारी बैंक . . . . .	63,02,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से	
(iv) अन्य बैंक . . . . .	21,28,000	ऋण, अग्रिम और निवेश :—	
		(क) ऋण और अग्रिम :—	
(ग) अन्य . . . . .	112,96,28,000	(i) राज्य सरकारों को . . . . .	33,79,85,000
		(ii) राज्य सहकारी बैंकों को . . . . .	15,35,53,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को . . . . .	..
देय बिल . . . . .	47,23,92,000	(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरो में निवेश	9,65,70,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण	
		और अग्रिम :—	
अन्य देयताएं . . . . .	136,53,58,000	राज्य सहकारी बैंकों को ऋण और अग्रिम . . . . .	4,72,92,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि से	
		ऋण, अग्रिम और निवेश :—	
		(क) विकास बैंक को ऋण और अग्रिम . . . . .	6,26,71,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरो में निवेश . . . . .	..
		अन्य आस्तियां . . . . .	50,99,07,000
रूपये 10,00,99,51,000		रूपये 10,00,99,51,000	

\* नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

\*\* राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि में से किये गये निवेश शामिल नहीं हैं।

@ राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों के अस्थायी ओवरड्राफ्ट शामिल हैं।

† रिजर्व बैंक ऑफ इंडिया अधिनियम की धारा 17 (4) (ग) के अधीन अनुसूचित वाणिज्य बैंकों को मियादी बिलों पर अग्रिम दिये गये 93,64,85,000 रु० शामिल हैं।

†† राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

तारीख : 13 मई, 1970

रिजर्व बैंक ऑफ इंडिया अधिनियम, 1934 के अनुसरण में मई 1970 की 8 तारीख को समाप्त हुए सप्ताह के लिये लेखा  
इसू विभाग

देयताएं	रुपये	रुपये	आस्तियां	रुपये	रुपये
बैंकिंग विभाग में रखे हुए			सोने का सिक्का और बुलियन		
नोट . . . . .	23,22,61,000		(क) भारत में रखा हुआ	182,53,11,000	
संचलन में नोट	40,49,82,12,000		(ख) भारत के बाहर रखा		
			हुआ . . . . .	..	
जारी किए गए कुल नोट		40,73,04,73,000	विदेशी प्रतिभूतियां	396,42,00,000	
			जोड़ . . . . .		578,95,11,000
			रुपये का सिक्का		56,59,28,000
			भारत सरकार की रुपया		
			प्रतिभूतियां		34,37,50,34,000
			देशी विनिमय बिल और		
			दूसरे वाणिज्य-पत्र . . . . .		..
कुल देयताएं . . . . .		40,73,04,73,000	कुल आस्तियां . . . . .		40,73,04,73,000

तारीख : 13 मई, 1970

(ह०) वी० एन० अडारकर,  
गवर्नर ।

[सं० एफ० 3(3)बी० सी०/70]

New Delhi, the 15th May 1970

**S.O. 1900.**—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply, till the 30th June 1970, to the Derajat Bank Ltd., Amritsar, in respect of the agricultural land measuring 128 kanals, 1 marla and 5 fields, held by it in village Saktuwal, Tehsil Batala, District Gurdaspur, Punjab.

[No. F. 15(12)-BC/70.]

K. YESURATNAM, Under Secy.

नई दिल्ली, 15 मई, 1970

**एस० ओ० 1900.**—बैंकिंग विनियमन अधिनियम, 1949 (1949 के दसवें) की धारा 53 के द्वारा प्रवृत्त अधिकारों का प्रयोग करते हुए, भारतीय रिजर्व बैंक की सकारिश पर, केन्द्रीय सरकार, एतद्वारा घोषित करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध की डेराजाट बैंक लिमिटेड अमृतसर जहाँ तक उनका सम्बन्ध बैंक के अधिकार में, ग्राम सक्तुवाल, तहसील बटाला, जिला गुरदासपुर, पंजाब स्थित 128 कर्नाल, एक मरला कृषि भूमि तथा 5 खेतों से है, 30 जून, 1970 तक लागू नहीं होंगे।

[संख्या एक० 15(12)-बी० सी०/70]

के० येसुरतनम, अनुसचिव।

#### (Department of Revenue and Insurance)

##### INCOME-TAX

New Delhi, the 12th May 1970

**S.O. 1901.**—In partial modification of the Notification No. 64 (F. No. 16/118/69-ITCC) dated 7th June, 1969 and in exercise of the powers conferred by sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises:

1. Shri T. L. Dhingra.
2. Shri R. R. Goswami.

who are Gazetted Officers of the Central Government to exercise the powers of Tax Recovery Officers under the said Act.

2. This Notification shall come into force with effect from 12th May, 1970.

[No. 67 (F.No. 404/104/70-ITCC).]

R. D. SAXENA, Dy. Secy.

#### (Department of Revenue and Insurance)

New Delhi, the 16th May 1970

**S.O. 1902.**—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby appoints Dr. R. K. Hazari, Deputy Governor of the Reserve Bank of India to be a member of the Life Insurance Corporation of India upto 31st August, 1970, vice Shri B. N. Adarkar resigned.

[No. 1(1)-INS.II/68.]

R. K. MAHAJAN, Dy. Secy.

## CENTRAL BOARD OF DIRECT TAXES

## INCOME TAX

*New Delhi, the 14th May 1970*

**S.O.1903.**—In exercise of the powers conferred by Section 126 of the Income-tax Act, 1961 (43 of 1961) the Central Board of Direct Taxes hereby makes the following addition to the Schedule annexed to its Notification No. 10 [F.No. 55/129/67-IT (All)] dated the 25th September, 1967.

After S.No. 41 (1) in the said Schedule, the following shall be added.

I	2	3	4	5	6
41(m)	All employees of the South Central Railway relating to the Secunderabad and Sholapur Divisions of South Central Railway and coming under the audit control of the Divisional Accounts Office South Central Railway, Sholapur/Secunderabad who are working within the territorial jurisdiction of the CIT Mysore, Bangalore.	I.T.O. D-Ward, Sholapur	I.A.C. P.R. II, Poona	A.A.C. Sholapur Range, Sholapur.	C.I.T. Poona

[No. 4] F. No. 55/371, 69-IT (AI)

L. N. GUPTA, Under Secy.

## COLLECTOR OF CENTRAL EXCISE: WEST BENGAL

## CENTRAL EXCISES.

*Calcutta, the 21st March 1970.*

**S.O. 1904.**—In exercise of the powers vested under Rule 5 of the Central Excise Rules, 1944, I empower all officers of and above the rank of Superintendent of Central Excise to exercise within their respective jurisdictions the power of the Collector under Rule 173-C(4) of the Central Excise, Rules, 1944.

[No. 4/1970.]

D. R. KOHLI, Collector.

## OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, SOMAJIGUDA,

## CENTRAL EXCISES

*Hyderabad, the 6th May 1970*

**S.O. 1905.**—In exercise of the powers conferred upon me under Rule 173(c)(4) of the Central Excise Rules, 1944, I, M. L. Routh, Collector of Central Excise, Hyderabad having regard to the nature of caustic soda and the frequency of its market price fluctuations, allow the assessee of caustic soda to declare the price transacted by them (the assessee) for a particular wholesale consignment on the gate pass or accompanying challan or advice rate and to determine the duty payable on such goods intended to be removed on the basis of the said declared price.

Provided that where the price thus declared on the gate pass or accompanying challan or advice note does not represent the value as determined under Section 4 of the Central Excise and Salt Act, 1944, the proper officer may, after such further inquiry, as he may consider necessary, reassess the duty due and thereupon the assessee shall pay the deficiency, if any, in his account current or in

cases of excess payment take credit of the amount in excess in the manner prescribed in sub-rule (2) of Rule 173 I of Central Excise, Rules, 1944.

[No. 2/70 Central Excises.].

M. L. ROUTH, Collector.

**MINISTRY OF INDUSTRIAL DEVELOPMENT, INTERNAL TRADE AND COMPANY AFFAIRS**

(Department of Industrial Development)

**ORDER**

*New Delhi, the 8th May 1970*

**S.O. 1906/IDRA/6/5.**—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with Rules 2, 4 and 5 of the Development Councils (Procedural) Rules, 1952 and in continuation of the Order of the Government of India in the Ministry of Industrial Development, Internal Trade and Company Affairs (Department of Industrial Development) No. S.O. 1062/IDRA/6/5 dated the 27th February, 1970, the Central Government hereby makes the following change in the composition of the Development Council for Instruments Industry.

Shri ABID HUSSAIN,  
Joint Secretary,  
Ministry of Industrial Development,  
Internal Trade and Company Affairs,  
(Deptt. of Industrial Development),  
Udyog Bhavan, New Delhi.

Member Vice  
Shri K. J. GEORGE

[No. LEI(A)-3(5)/66.]

C. MALLIKARJUNAN, Under Secy.-

**औद्योगिक विकास, आन्तरिक व्यापार और समवाय कार्य मंत्रालय**

(औद्योगिक विकास विभाग)

**आदेश**

नई दिल्ली, 8 मई, 1970

एस० ओ० 1906/आई डी आर ए 6/5 : उद्योग (विकास तथा विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एवम् विकास परिषदें (कार्याविधि) नियम, 1952 के नियम, 2, 4 और 5 के साथ पढ़ते हुए तथा भारत सरकार के औद्योगिक विकास, आन्तरिक व्यापार तथा समवाय कार्य मंत्रालय (औद्योगिक विकास विभाग) के आदेश से सं० ओ० 1062/आई० डी० आर० ए० 6/5 दिनांक 27 फरवरी, 1970 को जारी रखते हुए, केन्द्रीय सरकार एतद् द्वारा यंत्र उद्योग की विकास परिषद् की रचना में निम्नलिखित परिवर्तन करती है :—

श्री आबिद हुसेन,  
संयुक्त सचिव,  
औद्योगिक विकास, आन्तरिक व्यापार  
तथा समवाय कार्य मंत्रालय  
(औद्योगिक विकास विभाग)  
उद्योग भवन, नई दिल्ली।

श्री के० जे० जार्ज के स्थान पर  
सदस्य।

[सं० एल० ई० आई० (ए) 3(5)/66]

सी० मलिकार्जुनन, अवर सचिव।

## (Department of Industrial Development)





## Indian Standards Institution

New Delhi, the 22nd April 1970



**S.O. 1907**—In partial modification of the then Ministry of Industrial Development and Company Affairs (Indian Standards Institution) Notification No. S.O. 4563 dated 5 December, 1967 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated 23 December 1967, the Indian Standards Institution hereby notifies that the Standard Marks for laundry soaps have been revised. The revised designs of the Standard Marks together with the title of the relevant Indian Standard and verbal description of the designs are given in the following Schedule.

These Standard Marks for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 14 April, 1970.

## THE SCHEDULE

Sl. No.	Design of the Product/Class Standard Mark of Product.	No. and Title of the Relevant Indian Standard.	Verbal description of the design of the Standard Mark.
(1)	(2)	(3)	(5)
1	IS : 285	[Laundry soaps] IS : 285-1964 Specification for laundry soaps (revised)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2) the number designation of the Indian Standard being superscribed on the top side and the relevant grade designations being subscribed under the bottom side of the monogram as indicated in the designs.
			
	Pure-Grade I		
2	IS : 285		
			
	: 285		
			
	Built-Grade-I		
4	IS : 285		
			
	Built-Grade 2		



(1)	(2)	(3)	(4)	(5)
5	IS : 285			
				
	Filled-Grade I			
6	IS : 285			
				
	Filled-Grade 2			

[No. CMD/13:9]

New Delhi, the 11th May 1970

**S.O. 1908.**—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee per unit for student-type microscope, more details of which are given in the Schedule here to annexed, has been determined and the fee shall come into force with effect from 1 May, 1970.

## THE SCHEDULE


Sl. No.	Product/Class of Product	No. and Title of Relevant Indian Standard.	Unit	Marking Fee per Unit.
(1)	(2)	(3)	(4)	(5)
1	Student-type microscope.	IS: 3686-1966 Specification for student-type microscope.	One piece	(i) Rs. 5.00 per unit for the first 200 units and (ii) Rs. 2.00 per unit for the remaining units

[No. CMD/13:10]

**S.O. 1909.**—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution hereby notifies that the Standard Marks, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule here to annexed, has been specified.

This Standard Mark for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 1 May 1970 :

## THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
		Student-type microscope	IS:3686-1966 Specification for student-type microscope.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. CMD/13:9]

**S.O. 1910.**—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which are mentioned in the Schedule given hereafter, have been established during the period 1 to 30 April, 1970 :

## THE SCHEDULE

S1. No.	No. and Title of the Indian Standard Established	No. and Title of the Indian Standard if any, superseded by the new Indian Standard	Brief Particulars
(1)	(2)	(3)	(4)
1	IS:139-1969 Specification for ready mixed paint, marking, quick drying, for marking with rubber stamps, colour as required ( <i>First Revision</i> ).	IS:139-1950 Specification for marking paint rubber stamp.	This standard prescribes the requirements and methods of sampling and test for ready mixed paint, marking, quick drying, for making with rubber stamps, colour as required. The material is intended for distinctive lettering and marking, with rubber stamps of containers, packages, a d ammunition and ammunition packages, where quick drying is (desired. Price Rs. 4.00).
2	IS:200-1969 Method for determination of copper number of cotton textile materials ( <i>First Revision</i> ).	IS:200-1950 Method for determination of copper number of cotton textile materials.	This standard prescribes a method for the determination of copper number of cotton textile materials. (Price Rs. 2.00).
3	IS:758-1969 Specification for handloom cotton gauze, absorbent ( <i>First Revision</i> ).	IS:758-1955 Specification for handloom cotton gauze, absorbent, bleached.	This standard specifies the requirements of bleached and unmedicated absorbent cotton gauze made on handloom (Price Rs. 5.00).
4	IS:1233-1969 Recommendations for modular co-ordination of dimensions in the building industry ( <i>First Revision</i> ).	IS:1233-1958 Recommendations for modular co-ordination of dimensions in the building industry.	This standard defines the basic principles to be adopted for dimensional co-ordination in the building industry and deals with its application in building design and manufacture of building material and components. (Price Rs. 4.00).
5	IS:1238-1969 Specification for hurricane lanterns ( <i>Second Revision</i> ).	IS:1238-1964 Specification for hurricane lanterns ( <i>revised</i> ).	This standard covers the requirements for cold-blast, stormproof hurricane lanterns complete with globe and wick, burning kerosine from the wick at atmospheric pressure (Price Rs. 6.50).
6	IS:4026-1969 Specification for aluminium ingots (EC GRADE) ( <i>First Revision</i> ).	IS:4026-1967 Specification for aluminium ingots (EC grade).	This standard covers the requirements for two grades of EC grade aluminium ingots. (Price Rs. 2.00).

(1)	(2)	(3)	(4)
7	IS 5258-1969 Determination of particle size of powders by optical microscope method.	..	This standard prescribes the optical microscope method for determining the particle size of powders which pass through a 75-micron IS sieves, IS:460-1962 as far as the particle shape and refractive index will permits. (Price Rs. 11.00).
8	IS:5282-1969 Liquid sedimentation methods for determination of particle size of powders.	..	This standard covers three methods by liquid sedimentation for quantitative determination of particle size distribution in sub-sieve range. The first two methods are used for the particle size down to about 3u while the third method is applicable to the determination of particle size distribution in the range 3 to 0.01 micron. (Price Rs. 8.50).
9	IS:5330-1969 Criteria for design of anchor blocks for penstocks with expansion joints.	..	This standard covers criteria for design of anchor blocks for penstocks with expansion joints. (Price Rs. 3.50).
10	IS:5337-1969 Specification for cot, dropside, baby, hospital.	..	This standard specifies the dimensions and requirements of dropside baby cots. (Price Rs. 5.00).
11	IS:5356-1969 Specification for isopropyl myristate for cosmetic industry.	..	This standard prescribes the requirements and the methods of sampling and test for isopropyl myristate for cosmetic industry. (Price Rs. 2.00).
12	IS:5367-1969 Specification for forceps, eye, strabismus, for advancement (Prince's and Worth's Patterns).	..	This standard specifies dimensional and other requirements for strabismus forceps for advancement, used in eye surgery. (Price Rs. 5.00).
13	IS:5385-1969 Specification for lifeboat accessories.	..	This standard gives the specification for lifeboat accessories, such as lifeboat plugs, rubber fastening arrangement, mast, mast step and sails (Price Rs. 3.50).
14	IS:5413-1969 Specification for conical fittings for to-and-fro carbon dioxide absorber (Waters Type) for use with gas anaesthetic apparatus.	..	This standard specifies the sequence and dimensions of conical fittings of normal adult size, dimensions of conical fittings of smaller size for paediatric use and other basic requirements for conical fittings for to-and fro carbon dioxide absorber (Waters type) used in gas anaesthesia. (Price 3.50).
15	IS:5416-1969 Methods for test for general purpose wooden chairs.	..	This standard gives test methods for new general purpose erect wooden chairs for evaluation of their sturdiness in a qualitative manner. (Price Rs. 5.00).

(1)	(2)	(3)	(4)
16	IS:5420 (Part I)-1969 Guide on precision of test methods Part I principles and applications.	..	This standard explains the various concepts underlying the precision of test methods. It also lays down the procedures for determining the acceptability of test results and comparing test methods on the basis of their precision. Finally, it recommends procedures for writing specification limits taking into account the precision of the test methods. (Price Rs. 5.00).
17	IS:5429-1969 Dimensions for steel tubes for automotive purposes.	..	This standard specifies dimensions of steel tubes used in automobiles including scooter and motorcycles. (Price Rs. 2.00).}
18	IS:5430-1969 Specification for ammonia preserved concentrated natural rubber latex.	..	This standard prescribes the requirements and the methods of test for concentrated natural rubber latices, preserved mainly with ammonia. (Price Rs. 2.50).
19	IS:5452-1969 Specification for dehydrated garlic.	..	This standard prescribes the requirements and the methods of sampling and test for dehydrated garlic, that is, garlic from which bulk of moisture has been removed by dehydration under controlled conditions. It applies to the two commercial forms, namely, minced garlic and garlic powder (Price Rs. 2.00).
20	IS:5453-1969 Specification for saffron.	..	This standard prescribed the requirements, methods of sampling and the identification test for saffron ( <i>Crocus sativus</i> linnaeus) (Price Rs. 2.00)
21	IS:5454-1969 Methods for sampling of clay building bricks.	..	This standard prescribes the methods for sampling and the criteria for ascertaining the conformity of clay building bricks. (Price Rs. 2.50).
22	IS:5473-1969 Specification for double flanged bobbins used in woollen and worsted mills.	..	This standard prescribes the requirements for double-flanged bobbins for use on various machines in woollen and worsted mills. (Price Rs. 2.00).
23	IS:5482-1969 Specification for autoclaved cellular concrete blocks.	..	This standard covers the requirements for autoclaved cellular concrete blocks having density up to 1 000 kg m <sup>3</sup> . (Price Rs. 3.50).

(1)	(2)	(3)	(4)
24	IS:5516-1969 Specification for variable flow type air-permeability apparatus (Blaine Type).	..	This standard covers the requirements of variable flow type air-permeability apparatus Blaine type and its accessories used in the determination of specific surface of cements, pozzolanas and other powdery materials. (Price Rs. 2.50).

Copies of these Indian Standards are available for sale with the Indian Standards Institution Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) 534 Sardar Vallabhbhai Patel Road, Bombay-7 (ii) 5, Chowringhee Approach Road, Calcutta-13 (iii) 54 General Patters Road, Madras-2 (iv) 117/418 B, Sarvodaya Nagar, Kanpur and (v) 5-9-201/2 Chirag Ali Lane, Hyderabad-1.

[No. CMD/1312]

**S.O. 1911**—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks), Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that fifteen licences, particulars of which are given in the following Schedule, have been granted authorizing the licensees to use the Standard Marks:

## THE SCHEDULE

Sl. No.	Licence No. (CM/L-)	Period of Validity		Name and Address of the Licensee	Article/Process covered by the Licence and the Relevant IS: Designation
		From	To		
(1)	(2)	(3)	(4)	(5)	(6)
1	CM/L-2303 1-4-1970	1-4-1970	31-3-1971	M/s. Fort Gloster Industrial Ltd. (New Mill, New Jute Wool Pack—IS: 4856-1968. P. O. Fort Gloster, Railway Station Bauria, Distt. Howrah.	
2	CM/L-2304 6-4-1970	16-4-1970	15-4-1971	M/s. Prem Electrical Conductors (Madras) Private Limited, 116/2, Variarvakkam, Arcot Road, Madras-26.	(Hard-drawn Standard Aluminium and Steel cord Aluminium Conductors for Overhead Power Transmission purposes—IS: 398-1961.
3	CM/L-2305 6-4-1970	1-4-1970	31-3-1971	M/s. Indian Oxygen Limited, P-33, Faratala Road, Calcutta-53 (West Bengal).	Valve Fittings for Compressed Gas Cylinders LPG, Oxygen, Carbon-dioxide, Nitrogen and Acetylene—IS: 3224-1966
4	CM/L-2306 16-4-1970	16-4-1970	15-4-1971	M/s. Mahavir Metal Works Pvt. Ltd., 15/2, Mathura Road, Faridabad (Haryana) (Off: 477, Bartan Market, Sadar Bazar, Delhi-6).	(i) Wrought Aluminium Utensils, Grade S/C. (ii) Wrought Aluminium Utensils, Grade SIC, Anodized—IS: 21-1959.
5	CM/L-2307 16-4-1970	16-4-1970	15-4-1971	M/s. T. T. (Private) Ltd., Duravaninagar, Bangalore-16.	Domestic Pressure Cookers, Capacity: 9.5, 7.5, 6.5, 6.0 and 5.0 Litres—IS: 2347- 1966.
6	CM/L-2308 23-4-1970	1-5-1970	30-4-1971	M/s. Champadany Jute Co. Ltd., P.O. Kishra, Distt. Hooghly (West Bengal). (Off: 2, Netaji Subhas Road, Calcutta-1).	Jute Bagging for Wrapping Cotton Bales— IS: 4436-1967.
7	CM/L-2309 23-4-1970	1-5-1970	30-4-1971	M/s. Bally Jute Co. Ltd., 5, Scott-Kerr Road, Bally, Howrah (Off: 15, India Exchange] Place, Calcutta-1).	Jute Bagging for Wrapping Cotton Bales— IS: 4436-1967.
8	CM/L-2310 24-4-1970	1-5-1970	30-4-1971	M/s. The Magna Mills Co. Ltd., Jagatdal, 24 Parganas (West Bengal) (Off. 16, Strand Road, Calcutta-1).	Jute Bagging for Wrapping Cotton Bales— IS: 4436-1967.
9	CM/L-2311 24-4-1970	1-5-1970	30-4-1971	M/s. Khardah Co. Ltd., Titaghur, 24 Par- ganas (West Bengal) (Off: 7, Wellesley Place, Calcutta-1).	Jute Bagging for Wrapping Cotton Bales— IS: 4436-1967.

10	CM/L-2312 27-4-1970.	.	1-5-1970	30-4-1971	M/s. U. K. Paint Industries, G. T. Road, Amritsar.	Putty for Metal Frames—IS:419-1967.
11	CM/L-2313 29-4-1970.	.	1-5-1970	30-4-1971	M/s. Laboratory Equipment Traders, 3738/ 42, Timber Market, Ambala Cantt.	Student type Microscope—IS:3686-1966.
12	CM/L-2314 29-4-1970.	.	1-5-1970	30-4-1971	M/s. United Pulverisers, Bodla, Agra-7.	BHC Water Dispersible Powder— Concentrates—IS: 562-1962
13	CM/L-2315 30-4-1970.	.	1-5-1970	30-4-1971	M/s. Sunray Chemical Industries, Motilal Nehru Road, Jamuna Kinara, Agra.	BHC Dusting Powders—IS: 561-1962
14	CM/L-2316 30-4-1970.	.	1-5-1970	30-4-1971	M/s. DELTON Cable Industries Pvt. Ltd., 17/4, Mathura Road, Faridabad.	PVC Unsheathed Cable with Plain Copper Conductor, Single Core 250/440 Volts— IS: 694 (Part I)-1964.
15	CM/L-2317 30-4-1970.	.	1-5-1970	30-4-1971	M/s. Brook Bond India Ltd., Ghatkesar Factory, Ghatkesar (Andhra Pradesh (Off : Post Bag No. 6, Secundrabad).	Soluble Coffee—Chicory Powder—IS: 3309-

[No. CMD/13: 11]

## CORRIGENDUM

*New Delhi, the 11th May 1970*

**S.O. 1912.**—In the Indian Standards Institution notification published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 25 April 1970 under No. S.O. 1507 dated 8 April 1970, the following correction shall be made:

The Schedule, Sl. No. 2, Col. 4—*Substitute the words 'One tin' for the words 'One tonne'.*

[No. CMD/13:10.]

A. K. GUPTA, Dy. Director General.

## MINISTRY OF PETROLEUM AND CHEMICALS AND MINES AND METALS

(Department of Petroleum)

*New Delhi, the 11th May 1970*

**S.O. 1913.**—Whereas by notification of the Government of India in the Ministry of Petroleum and Chemicals and Mines and Metals (Department of Petroleum) S.O. No. 974 dated March 4th, 1970 under Sub-Section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of used in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has under Sub-Section (1), of Section 6 of the said Act, submitted report to the Government;

And whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the Powers conferred by Sub-Section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by Sub-Section (4) of that Section, the Central Government directs that the right of user in the said lands, shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration in the India Oil Corporation Limited (Pipelines), free from all encumbrances.

## SCHEDULE

[P.S.—Kanksa.                      Naphtha Line                      Dist. Burdwan (West Bengal)]

Name of Mouza	Plot No.	Extent (Area)	Description of land
Khanhpukur J. L. . . . .	1310	·005	South East.
	1312	·11	North
	1324	·005	„
	1325	·01	„
	1326	·18	
	1327	·01	South East
	1330	·03	South
	1331	·12	Middle.
	1332	·01	South
	1333	·03	Middle.

[No. 28(7)/68-IOC/Lab. &amp; Legls.]

M. V. S. PRASADA RAU, Under Secy.



## पेट्रोलियम तथा रसायन और ज्ञान तथा वातु संचालन

## (पेट्रोलियम तथा रसायन विभाग)

नई दिल्ली, 22 दिसम्बर 1969

का० प्रा० 19.—प्रावश्यक वस्तु अधिनियम, 1955 (1955 का 10) की धारा 12-क के अनुसरण में केन्द्रीय सरकार मैसूर की राज्य सरकार द्वारा किये गए मैसूर मिट्टी तेल व्यवहारी अनु-ज्ञापन आदेश, 1969 को उक्त धारा के प्रतीत संश्लिष विवरण के प्रयोजन के लिए विशेष आदेश के रूप में एतद्वारा विनिर्दिष्ट करती है।

[ सं० फ० 45(16)/69-आई ओ सी ]

एच० सी० शर्मा, अवसर सचिव ।

## MINISTRY OF INFORMATION AND BROADCASTING

## ORDER

New Delhi-1 the 19th May 1970

**S.O. 1914**—In pursuance of the Directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the films specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 5 of the said Second Schedule.

## THE FIRST SCHEDULE

- (1) Sub-section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).

## THE SECOND SCHEDULE

S. No.	Title of the film	Length 35 mm	Name of the Appli- cant	Name of the Produ- cer	Whether a Scientific film or a film intended for education- al purposes or a film deal- ing with news and current events or a documentary film.
1	2	3	4	5	6
1	Maharashtra News No. 215	289-56 M	Director of Publicity, Govt. of Maharashtra, Film Centre, 68-Tar- deo, Road, Bombay-34		Film dealing with news and current events (For release in Maharashtra Circuit only).

[No. F. 28/1/70-FP-App. 1457.]

K. K. KHAN, Under Secy.

## सूचना और प्रसारण मंत्रालय

## आदेश

नई दिल्ली, 19 मई, 1970

एस० प्रो० 1914 :—इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपबन्ध के अन्तर्गत जारी किये गये निदेशों के अनुसार, केन्द्रीय सरकार, फिल्म सल.हकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद, एतद्वारा, इसके साथ लगी द्वितीय अनुसूची के कालम 2 में दी गई फिल्म को उसके सभी भाषाओं के रूपान्तर सहित, जिसका विवरण उसके सामने उक्त द्वितीय अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करती है :—

## प्रथम अनुसूची

- (1) चलचित्र अधिनियम, 1952 (1952 का 37 वां केन्द्रीय अधिनियम) की धारा 12 की उपधारा (4) तथा धारा 16।
- (2) बम्बई सिनेमा (विनियम) अधिनियम, 1953 (1953 का 11 वां बम्बई अधिनियम) की धारा 5 की उपधारा (3) तथा धारा 9।

## द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	लम्बाई 35 मि० मी०	आवेदक का नाम	निर्माता का नाम	कथा वैज्ञानिक फिल्म है या शिक्षा सम्बन्धी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमैट्री फिल्म है ।
1	3	3	4	5	6
1.	महाराष्ट्र समाचार संख्या 215	289.56 मी०	प्रचार निदेशक, महाराष्ट्र सरकार, फिल्म सेन्टर, 68-तारदेव रोड, बम्बई-34.		समाचार और सामयिक घटनाओं की फिल्म (केवल महाराष्ट्र सर्किट के लिये)

[संख्या फ० 28/1/70-एफ०पी०-परिशिष्ट 1457.]

क० क० खान, अवसर सचिव।

## MINISTRY OF EDUCATION AND YOUTH SERVICES

New Delhi, the 27th April 1970

**S.O. 1915.**—In exercise of the powers conferred by sub-section (2) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby directs that the provisions of the said Act shall apply to the Provident Fund established for the benefit of the employees of the Indian Council of Social Science Research, New Delhi.

[No. F.9-12/70.Plg.II.]

**S.O. 1916.**—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the Schedule to the said Act, the name of the following public institution, namely:—

"The Indian Council of Social Science Research, New Delhi".

[No. F.9-12/70.Plg. II.]

MRS. S. DORAISWAMI,  
Assistant Educational Adviser.

## MINISTRY OF FOREIGN TRADE

(Office of the Jt. Chief Controller of Imports & Exports)

### ORDER

Calcutta, the 16th April 1970

*Order cancelling the Custom Purposes copy and Exchange Control Purposes copy of Import Licence No. G/A/1011150/T/20/30/C/27-28, Barter Deal dated 16th January 1969 in connection with the issue of Duplicate copies of the same in terms of GLI No. 10/67 dated 23rd March 1967.*

**S.O. 1917.**—Director, Zoological Gardens, Alipore, Calcutta-27, was granted an Import Licence No. G/A/1011150/T/20/30/C/27-28, Barter Deal dated 16th January 1969 in duplicate. He has applied for Duplicate copies of both the Custom Purposes and Exchange Control Purposes copies of the licence in question on the ground that the original of the same have been misplaced/lost. It is further stated that the licence in question was not registered with any Customs Authorities and not utilised.

In support of this contention the applicant has filed an Affidavit to the effect that the original Custom purposes and Exchange Control purposes of the licence in question have been misplaced/lost. I am satisfied that the original Custom purposes and Exchange Control purposes copies of the licence No. G/A/1011150/T/20/30/C/27-28, Barter Deal dated 16th January 1969 particulars of which are given below have been misplaced/lost and directed that Duplicate copies of both the Custom purposes and exchange Control purposes copies of the licence in question should be issued to the applicant.

The original Custom purposes and Exchange Control purposes copies of the licence in question are cancelled.

### Particulars of the original licence

Licence No. & dt. with description of goods, Pt. & Sl. No. of I.T.C. Schedule	Category of origin.	C.I.F. Value.	Amount already utilised.	Amount un-utilised.
1. G/A/1011150/T/20/30 C/27-28, Barter Deal dt. 16-1-69 1. 1 Electus Parrots 1. 1 Roulrouls 1. 1 Bouk's Parakeets-Sl. No. 1/IV.	Hongkong.	Rs. 48/-	Nil	Rs. 48/-

[No. 1-IV/6/68-69/AU-III.]

B. B. MUKHERJEE,

Dy. Chief Controller of Imports & Exports.

## (Office of the Chief Controller of Imports &amp; Exports)

## (Central Licensing Area)

## ORDERS

*New Delhi, the 29th April 1970*

**S.O. 1918.**—M/s. Himachal Scientific & Optical Works, Shanti Punj, Solan were granted an import licence No. P/S/1575797/C/XX/CD/23/24, dated 7th October, 1966 for Rs. 9,43,200 for the import of (1) Prismatic Binocular Heads and (2) Oil Immersions Objectives of 100 X from USSR, Poland, Czechoslovakia, GDR, Hungary, Bulgaria, Rumania. They have applied for the issue of duplicate copy of the said licence for Customs Purposes only on the ground that the original has been lost/misplaced without having been registered with any Custom Authority and utilized at all.

2. The applicant have filed an affidavit in support of their contention as required under para 302 of I.T.C. Hand Book of Rules and Procedure, 1969. I am, therefore, satisfied that the original Custom Purposes copy of the licence has been lost/misplaced.

3. In exercise of the powers conferred on me under section 9(cc) Import (Control) Order, 1955 dated 7th December, 1955, I order the cancellation of the original Custom Purposes Copy of licence No. P/SS/1575797/C/XX/23/CD/23-24 dated 7th October, 1966.

4. The applicant is now being issued a duplicate copy of the aforesaid licence for Custom Purposes copy only in accordance with the provisions of para 302(4) of I.T.C. Hand Book of Rules and Procedure, 1969.

[No. PN No. 84/66/H-1/HP/AU-HH/CLA/4040.]

**S.O. 1919.**—M/s. Globe Metal Industries (P) Ltd., 12/1, Mile, Mathura Road, P.O. Amar Nagar, Faridabad were granted an import licence No. P/RP/2447980/C/XX/30/D/27-28 dated 30th January, 1969 for Rs. 9,182/- for the import of Nickel from G.C.A. They have applied for issue of duplicate copy of the said licence for Exchange Control Purposes only on the ground that the original Exchange Control copy has been lost/misplaced without having been utilised at all.

2. The applicant have filed an affidavit in support of the above statement as required under para 302 of I.T.C. Hand Book of Rules and Procedure, 1969. I am satisfied that the original Exchange Control copy of the said licence has been lost/misplaced.

3. In exercise of the powers conferred on me under Section 9(cc) Import Control Order, 1955 dated 7th December, 1955, I order the cancellation of the original Exchange Control copy of Licence No. P/RP/2447980/C/XX/20/D/27-28, dated 30th January, 1969.

4. The applicant is now being issued a duplicate copy of Exchange Control copy of this licence in accordance with the provisions of para 302 (4) of I.T.C. Hand Book of Rules and Procedure, 1969.

[No. PN.84/66/G-3/PB/AU-HH/CLA/4018.]

A. L. BHALLA,

Dy. Chief Controller of Imports & Exports,  
for Jt. Chief Controller of Imports & Exports.

## DEPARTMENT OF COMMUNICATIONS

## (Office of the Director General, Posts and Telegraphs)

*New Delhi, the 19th May 1970*

**S.O. 1920.**—In exercise of the powers conferred by sub-section (6) of section 3 of the Indian Telegraphs Act, 1885 (13 of 1885), read with paragraph (a) of Section III of rule 434, of the Indian Telegraph Rules, 1951, the Director General Posts and Telegraphs being the telegraph authority, hereby empowers the following

Officers to issue orders for the purpose of introduction of Measured rate system of charging in the telephone exchange systems.

- (1) The Deputy Director General.
- (2) The Director Telephones.
- (3) The Assistant Director General (Phones).

[No. 5-23/70-PHB.]

N. C. SRIVASTAVA,

Director General of Posts and Telegraphs,  
Telegraph Authority.

## MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 15th May 1970

S.O. 1921.—In exercise of the powers conferred by section 4 of the Merchant Shipping Act 1958 (44 of 1958), read with sub-rule (2) of rule 4 of the National Shipping Board Rules, 1960, the Central Government hereby appoints Vice-Admiral J. Cursetji as a member representing the Central Government in the National Shipping Board in place of Vice-Admiral N. Krishnan and makes the following amendment in the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 3767, dated the 8th September 1969, namely:—

In the said notification, against serial No. 11, for the entry "Vice-Admiral N. Krishnan", the entry "Vice-Admiral J. Cursetji" shall be substituted.

[No. 37-MD(6)/69.]

JASWANT SINGH, Under Secy.

जहाजरानी और परिवहन मंत्रालय

(परिवहन रक्षक)

नई दिल्ली, 15 मई, 1970

क्र० आ० 1921.—राष्ट्रीय पोत परिवहन बोर्ड नियम, 1960 के नियम-4 के उप-नियम (2) के साथ पठित वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार वाइस-एडमिरल एन० कृष्णन के स्थान पर वाइस-एडमिरल जे० कुरसेतजी को राष्ट्रीय पोत परिवहन बोर्ड में केन्द्रीय सरकार का प्रतिनिधित्व करने वाले सदस्य के रूप में एतद्द्वारा नियुक्त करती है और भारत सरकार के जहाजरानी और परिवहन मंत्रालय (परिवहन रक्षक) की अधिसूचना सं० का० आ० 3767, तारीख 8 सितम्बर, 1969 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, प्रम सं० 11 के सामन "वाइस एडमिरल एन० कृष्णन" प्रविष्टि के स्थान पर "वाइस एडमिरल जे० कुरसेतजी" प्रविष्टि प्रतिस्थापित की जाएगी।

[सं० 37-एम० डी० (6)/69]

नई दिल्ली, 18 फरवरी, 1970

क्र० आ० 761.—पोत परिवहन विकास निधि समिति (साधारण) नियम, 1960 के नियम 3 और 7 के साथ पठित वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 15 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा श्री भार०

दुरायस्वामी, महानिदेशक, पोत परिवहन, मुम्बई को 2 फरवरी, 1970 से पोत परिवहन विकास निधि समिति का सदस्य नियुक्त करती है और भारत सरकार के भूतपूर्व परिवहन और संचार मंत्रालय (परिवहन विभाग) (परिवहन स्कंध) की अधिसूचना सं० 33—एम० एस० (222)/58-II तारीख 17 मार्च 1959 में निम्नलिखित और आगे संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में क्रम संख्या 6 और तत्सम्बन्धि प्रविष्टियों के पश्चात् निम्नलिखित प्रविष्टि अन्तःस्थापित की जाएगी, अर्थात् :—

“7. श्री आर० दुरायस्वामी

महानिदेशक, पोत परिवहन,

मुम्बई ।

2-2-1970”

[सं० 35—एम० डी० (25)/69]

का० आ० 762.—पोत परिवहन विकास निधि समिति (साधारण) नियम, 1960 के नियम 3 और 7 के साथ पठित वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 15 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री आर० तिरूमले, संयुक्त सचिव, भारत सरकार जहाजरानी और परिवहन मंत्रालय, को श्री आर० दुरायस्वामी के स्थान पर 2 फरवरी, 1970 से पोत परिवहन विकास निधि समिति का सदस्य नियुक्त करती है और भारत सरकार के भूतपूर्व परिवहन और संचार मंत्रालय (परिवहन विभाग) (परिवहन स्कंध) की अधिसूचना सं० 33, एम० एस० (222)/58-II, तारीख 17 मार्च, 1959 में निम्नलिखित और आगे संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, क्रम संख्या 6 और तत्सम्बन्धी प्रविष्टियों के लिए निम्नलिखित प्रतिस्थापित किया जाएगा, अर्थात् :—

“6. श्री आर० तिरूमले,

संयुक्त सचिव, भारत सरकार,

जहाजरानी और परिवहन मंत्रालय ।

2-2-70”

[सं० 35 एम० डी० (25)/69]

जसवन्त सिंह, अव्वर सचिव ।

### (परिवहन स्कंध)

नई दिल्ली, 26 मार्च, 1970

का० आ० नि० 1195.—जयंती शिपिंग कम्पनी (प्रबंध ग्रहण) अधिनियम, 1966 (1966 का 24) की धारा 8 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और पूर्व अधिसूचनाओं के क्रम में, केन्द्रीय सरकार एतद्वारा विनिर्दिष्ट करती है कि कम्पनी अधिनियम, 1956 (1956 का 1) जयंती शिपिंग कम्पनी लिमिटेड को, निम्नलिखित अपर अपवाद के अध्वक्षीन, लागू होगा, अर्थात् :—

कम्पनी अधिनियम की धारा 324 क उक्त शिपिंग कम्पनी को लागू नहीं होगा ।

[सं० एफ० 32—एम डी (1)/70’]

आर० तिरूमले, संयुक्त सचिव ।

**MINISTRY OF HEALTH, FAMILY PLANNING, WORKS, HOUSING AND URBAN DEVELOPMENT****(Department of Health)***New Delhi, the 13th May 1970*

**S.O. 1922.**—Whereas the Central Government have, in pursuance of the provisions of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), nominated in consultation with the Government of Kerala, Dr. T. V. Sundareswaran, Deputy Director of Health Services in-charge, Kerala, to be a member of the Medical Council of India with effect from the 1st April, 1970;

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Health No. F.5-13/59-MI, dated the 9th January, 1960, namely:—

In the said notification under the heading “nominated under clause (a) of sub-section (1) of section 3”, for the entry against serial No. 3, the following shall be substituted namely:—

“Dr. T. V. Sundareswaran, Deputy Director of Health Services in-Charge, Kerala, *Trivandrum*.”

[No. F. 4-26/69-MI (MPT).]

*New Delhi, the 20th May 1970*

**S.O. 1923.**—In exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government after consultation with the Medical Council of India, hereby directs that the Medical qualification “M.D.” granted by the Loma Linda University, California, United States of America, shall be a recognised medical qualification for the purposes of this Act.

[No. F. 19-53/69-MPT.]

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**ORDERS***New Delhi, the 19th May 1970*

**S.O. 1924.**—Whereas by the notification of the Government of India in the late Ministry of Health No. 5-10/59-MI, dated the 1st April, 1960, the Central Government has directed that the Medical qualification, “M.D.” granted by the North Western University, Medical School, Chicago, Illinois, U.S.A., shall be a recognised medical qualifications for the purposes of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas Dr. Ruth Willard Catton who possesses the said qualification is for the time being attached to the Evangelical Mission Hospital, Family Planning, Maternal and Child Welfare Project, Baitalpur, District Bilaspur, Madhya Pradesh for the purposes of charitable work;

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies—

(i) a period ending the 1st July, 1970 or

(ii) the period during which Dr. Ruth Willard Catton is attached to the said Evangelical Mission Hospital, Family Planning, Maternal and Child Welfare Project, Baitalpur, District Bilaspur, Madhya Pradesh, whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. F. 19-10/70-MPT.]

*New Delhi, the 20th May 1970*

**S.O. 1925.**—Whereas by the notification of the Government of India in the Ministry of Health and Family Planning and Works, Housing and Urban Development (Department of Health) No. F.19-53/69-MPT dated the 20th May, 1970 the Central Government has directed that the Medical qualification “MD” granted by the Loma Linda University, California, United States of America shall

be recognised medical qualification for the purposes of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas Dr. Larry Norman Magnussen who possesses the said qualification is for the time being attached to the Schieffelin Leprosy Research Sanatorium, Karigarl, via Katpadi, North Arcot District, for the purposes of charitable work;

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies—

- (i) a period of two years from the date of publication of this Order in the official Gazette or
- (ii) the period during which Dr. Larry Norman Magnussen is attached to the said Schieffelin Leprosy Research Sanatorium, Karigarl, via Katpadi, North Arcot District;

Whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. F.19-53/69-MPT.]

R. MURTHI, Under Secy.

### (Deptt. of Works, Housing and Urban Development)

New Delhi, the 18th May 1970

**S.O. 1926.**—Whereas the Central Government had proposed to make modifications in the Master Plan for Delhi as regards the areas mentioned in the Schedule hereto annexed, the proposed modifications having been published as notice [No. F. 3(175)/69-MP, dated the 27th September, 1969], as required by sub-section (3) of section 11A of the Delhi Development Act, 1957 (61 of 1957) inviting objections and suggestions;

And, whereas, the Central Government, after considering the objections and suggestions with regard to the areas mentioned in the aforesaid Schedule, have decided to modify the Master Plan for Delhi;

Now, therefore, the Central Government, in exercise of the powers conferred by sub-section (2) of section 11A of the said Act, hereby makes the following modifications in the said Master Plan for Delhi; namely:—

- (1) Land use in respect of 13.36 hectares of land located between the railway line to Karnal and G.T. Road, near Azadpur, with land use "railway purpose 5.38 hectares"; "extensive manufacturing 5.26 hectares" and "warehousing, storage depots and mineral siding 2.7 hectares" to be changed to "whole-sale market for fruits and vegetables;" and
- (2) Land use in respect of 15.54 hectares of land on Inner Ring Road [686 metres approx. towards the east from the intersection of Mehrauli Road and Inner Ring Road (Lodhi Road) and bounded by the 45.75 metres right-of-way Inner Ring Road on the north; 24.40 metres right-of-way zonal road on the east; 24.40 metres right-of-way zonal road on the south and 18.30 metres right-of-way zonal road on the west] to be changed from "Government Offices" to "Institutional".

### THE SCHEDULE

- (1) Approximately 33 acres of land (13.36 hectares) lying between the Railway Line to Karnal and G.T. Road.
- (2) Approximately 15.54 hectares of land on Inner Ring Road (Lodhi Road) towards the east from the intersection of Mehrauli Road and Inner Ring Road (Lodhi Road).

[No. 11-3(2)/69-UD.]

L. M. SUKHWANI, Under Secy.



(Department of Works, Housing and Urban Development)

New Delhi, 19th May 1970

**S. O. 1927**—In pursuance of clause (b) of section 2 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (30 of 1952), the Central Government hereby authorises each of the persons mentioned in column 1 of the table hereto annexed to perform the functions of a competent authority under the said Act for the area specified in the corresponding entry in column 2 of the said table.

THE TABLE

Authority	Area
(1)	(2)
1. All Joint Collectors in the State of Andhra Pradesh.	The area falling within their respective jurisdiction.
2. All Land Acquisition Officers or Collectors, Special Land Acquisition Officers or Collectors, Military Land Acquisition Collectors or Officers who are functioning as Collectors under Act 1 of 1894 in the States of Haryana, Uttar Pradesh, Rajasthan, Maharashtra (excepting in Districts of Nasik and Ahmednagar where Special Land Acquisition Officers have been so authorised vide S.R.O. 1501 dated the 20th August, 1952 and S.R.O. No. 510 dated the 26th February, 1959 respectively) Goa, Mysore, Tamil Nadu, Bihar, Madhya Pradesh and Union territories of Himachal Pradesh, NEFA and Manipur.	The area falling within their respective jurisdiction.

[No. F. 19014 (2)/69-Pol. IV]

**S.O. 1928**—In exercise of the powers conferred by sub-section (1) of Section 17 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (30 of 1952), the Central Government hereby directs that the powers exercisable by it by or under the provisions of the said Act specified in column (3) of the schedule hereto annexed shall also be exercisable by each of the authorities mentioned in the corresponding entry in column (2) of the said Schedule in respect of any property situated within its jurisdiction subject to the conditions specified in the corresponding entry in column (4) thereof.

SCHEDULE

S. No.	Authority	Provision of the Act	Conditions
(1)	(2)	(3)	(4)
1	All Joint Collectors in the State of Andhra Pradesh.	Sections 6, 7, 8 (except clause (b) of sub-section (1) and section 13	No power under section 8 in so far as it relates to the fixing of the amount of compensation by agreement shall be exercisable except with the previous approval of the Central Government.

(1)	(2)	(3)	(4)
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- 2 All Land Acquisition Officers or Collectors, Special Land Acquisition Officers or Collectors or Military Land Acquisition Collectors or Officers functioning as Collectors under Act I of 1894 in the states of Haryana, Uttar Pradesh, Rajasthan, Maharashtra (excepting in Districts of Nasik and Ahmednagar where Special Land Acquisition Officers have been so authorised vide S.R.O. 2519 dated the 24th May, 1957 and S.R.O. 511 dated the 26th February, 1959 respectively) Goa, Mysore, Tamil Nadu, Bihar, Madhya Pradesh and Union territories of Himachal Pradesh, NEFA and Manipur.

[ No. F. 19014(2)/69-Pol. IV]

V. P. AGNIHOTRI, Dy. Secy.

**MINISTRY OF IRRIGATION AND POWER***New Delhi, the 21st April 1970*

S.O. 1929.—In exercise of the powers conferred by clause (a) of sub-section (2) of section 79 of the Punjab Reorganisation Act, 1966 (31 of 1966), the Central Government hereby appoints Shri K. R. Mehndiratta, an officer of the Government of Haryana, at present working as Chief Engineer in Central Water and Power Commission (Water Wing), as a whole-time member of the Bhakra Management Board *vice* Shri B. S. Bansal, with effect from the date Shri K. R. Mehndiratta assumes charge of the post and makes the following further amendment in the notification of the Government of India in the Ministry of Irrigation and Power, No. S.O. 3506, dated the 1st October, 1967, namely:—

In the said notification, for the entry against item 2, the following entry shall be substituted, namely:—

“2. Shri K. R. Mehndiratta,  
Chief Engineer,  
Central Water and Power Commission)  
(Water Wing), New Delhi.”

[No. 6/4/70-B&amp;B.]

S. L. CHATTERJI, Under Secy.

**सिवाई और विद्युत मंत्रालय**

नई दिल्ली, 21 अप्रैल, 1970

का० प्रा० 1929 —पंजाब पुनर्गठन अधिनियम, 1966 (1966 का 31) की धारा 79 की उपधारा (2) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार हरियाणा सरकार के अधिकारी श्री के० आर० मेहदीरता, जो इस समय केन्द्रीय जल और विद्युत् आयोग (जल स्कंध) में मुख्य इंजीनियर के रूप में कार्य कर रहे हैं, को श्री बी० एस० बंसल के स्थान पर भाखड़ा प्रबंध बोर्ड के पूर्ण कालिक सदस्य के रूप में एनद्द्वारा उस तारीख से नियुक्त

करती है जिसको श्री के० आर० मेहदीरता पद का कार्यभार ग्रहण करेंगे, और भारत सरकार के सिंचाई और विद्युत् मंत्रालय को अधिसूचना सं० का० आ० 3506, तारीख 1 अक्टूबर, 1967 में और आगे निम्नलिखित संशोधन करती है अर्थात् :—

उक्त अधिसूचना में, मद 2 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

“2. श्री के० आर० मेहदीरता, मुख्य इंजीनियर, केन्द्रीय जल और विद्युत् प्रायोग (जल संकंध), नई दिल्ली ।”

[सं० 6/4/70—बी० और० बी०]

एस० एल० चटर्जी, अवर सचिव ।

## MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 14th May 1970

S.O. 1930.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Paradeep Port Trust, Paradeep, and their workmen, which was received by the Central Government on the 6th May, 1970.

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 99 OF 1969

#### PARTIES:

Employers in relation to the Paradeep Port Trust, Paradeep, Cuttack, District Orissa.

AND

Their workmen.

#### PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

#### APPEARANCES:

On behalf of Employers.—Sri S. K. Das, Asstt. Secretary, Paradeep Port Trust.

On behalf of Workmen.—Sri J. Mall, concerned workman.

STATE: Orissa.

INDUSTRY: Port.

#### AWARD

By Order No. 28(97)/68-LR.III, dated November 5, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the Paradeep Port Trust at Paradeep and their workmen, to this Tribunal, for adjudication, namely:

“Whether the action of the management of Paradeep Port Trust in retrenching Shri J. Mall, Work Sarkar, with effect from 31st August, 1966 was justified; if not, to what relief is the workman entitled.”

2. The concerned workman, J. Mall, joined the Port Trust Organisation, at Paradeep, as a Work Sarkar in the Canal Division of the Trust, on November 1, 1962. This appears from Ext. E, the Service Roll of the concerned workman. The Canal Division was subsequently renamed as the Cargo Berth Division and the service of the concerned workman along with others of the Canal division were taken over by the Cargo Berth Division. The concerned workman worked in the Cargo Berth Division, according to the management, as a Work Sarkar under the

work-charged establishment upto January 31, 1965. According to the workman, however, although appointed as a Work Sarkar, he was working as a typist in the Cargo Berth Division.

3. Be that as it may, the case made by the workman, in his written statement, is that he was given to understand that there was a vacancy for appointment of a typist in the Water Supply and Drainage Division of the Paradeep Port Trust Organisation and he applied for the post, through proper channel. He further stated:

"The Executive Engineer, Cargo Berth Division, relieved me on 31st January 1965 to join the Water Supply and Drainage Division. While going to join this Division I was surprised to see that I have been ordered to be put in the same Workcharged post of Worksarkar although I shall have to work as a typist. I had no option save joining as such and I was assured of the continuance of my service, my case being considered as a case of transfer."

The case made by the management, on this point, in the written statement was not different. It was pleaded:

"That while in service in Cargo Berth Division Shri J. Mall applied in his application dated 15th January 1965 for the post of a Typist in the Water Supply and Drainage Division through proper channel. The application was forwarded by the Executive Engineer, Water Supply and Drainage Division in his letter No. 218 dated 19th January 1965. The Executive Engineer Water Supply and Drainage Division approved of the appointment of Sri J. Mall as a worksarkar in the workcharged establishment and orders of appointment were issued appointing him as a worksarkar in the scale of Rs. 60—1—70, plus usual D.A. and other allowances by the Executive Engineer, Water Supply and Drainage Division in his Memo No. 308 dated 20th January 1965. These orders were received by Sri J. Mall on 21st January 1965. Shri J. Mall was relieved of his post in Cargo Berth Division in the afternoon of 31st January 1965 and joined as a worksarkar in the workcharged establishment in Water Supply and Drainage Division with effect from 1st February 1965. This Water Supply and Drainage Division was subsequently redesignated as Camps and Buildings Division and it is functioning by this designation till today. Shri J. Mall continued in the Camps and Buildings Division."

The workman further pleaded:

"But when the question of retrenchment came, I was retrenched, and then argument of the management being that my date of joining in the Water Supply and Drainage Division should be taken as the date of joining as new appointment."

The case of the management, on this point, is to be found in paragraphs 3 and 5 of the written statement which are set out below:

"3. That due to partial completion of works in the Camps and Buildings Division the services of eight worksarkars were to be terminated with effect from 31st August 1965. A seniority list of all worksarkars of the Camps and Buildings Division was prepared in office order No. 1022 dated 28th July 1966 of the Executive Engineer, Camps and Buildings Division. \* \* \* These 8 worksarkars whose services were to be terminated included Shri J. Mall, who was the last person in the Seniority list circulated on 28th July 1966. In compliance of the provisions of Section 25F of Industrial Disputes Act, 1947 all these 8 Worksarkars including Sri J. Mall were given one month's notice of retrenchment by the Executive Engineer, Camps and Buildings Division in his Memo No. 1019 dated 28th July 1966. Shri J. Mall received this notice on 29th July 1966.

5. That for the purpose of appointment, promotion and retrenchment each Division was treated as one Unit *vide* orders issued in Chief Engineer-cum-Administrator, Paradeep Port Project's order No. 569/CEAP dated 10th January 1966. In accordance with these instructions Shri J. Mall who had applied for a post in Water Supply and Drainage Division and was appointed as a worksarkar on basis of this application was treated as a fresh recruit for the purpose of Seniority in the cadre of worksarkars working under this Division. His seniority was counted with effect from the date of his joining in this division i.e. 1st February

1965 and being the last person in the seniority list of worksarkars his services were terminated when the first batch of worksarkars were retrenched."

This is in short the background of the pleadings with which I am to proceed to make my award.

4. Employment of workcharged establishment is defined in Chapter I Rule 41 of the Orissa Public Works Department Code (Ext. 1) from which the relevant portions are set out below:

"41. Work-charged establishment will consist of two categories, i.e., one employed on actual execution of the work and the other for general supervision of a specific work or of sub-works, of a specific project or upon the subordinate supervision of departmental labour, stores and machinery in connection with such a work or sub-works. When employees borne on regular establishment are employed on work of this nature, their pay and allowances should be charged direct to the work. If the entertainment of workcharged establishment is contemplated for supervision in connection with any work, the cost should invariably be shown as a separate sub-head of the estimate for that work. Pay and allowances of those employed on the actual execution of work should be debited to the concerned item of work.

According to the evidence of B. K. Panda, Executive Engineer, that code applied to the Paradeep Port Trust Organisation till May 31, 1966. Thereafter, the Central Public Works Department Code was made applicable to the Paradeep Port Trust Organisation. A copy of that code was marked Ext. 2. The definition of work-charged establishment in the Central Public Works Department code is to be found in pages 5 and 6 of the Code from which I quote the relevant portion:

"10(a) Work-charged establishment includes such establishment as is employed upon the actual execution, as distinct from the general supervision, of a specific work or of sub-works of a specific project or upon the subordinate supervision of departmental labour, stores and machinery in connection with such work or sub-work or sub-works, provided that as an exception to the above mistries employed in the interests of Government, on the technical subordinate supervision of construction work done through Contractors will be treated as work-charged establishment. If the entertainment of work-charged establishment is contemplated in connection with any work, the cost should invariably be shown as a separate sub-head of the estimate for that work.

(b) Work-charged establishment does not include non-industrial employees such as clerks, draftsmen, subordinate or extra establishment of any kind for the Division or Sub-Divisional offices, such being properly chargeable to the regular establishment."

5. There is little dispute that the concerned workman belonged to work-charged establishment. There is also no dispute that he was a temporary employee and his services were liable to be terminated at any time without notice, under the terms of his appointment letter, Exts. C & D. The workman, in course of his argument, stated that he had applied for the post of a typist in the Water Supply and Drainage Division (renamed as Camps and Buildings Division) on the eve of completion of the work of the Cargo Berth Division, meaning thereby that since he was a work-charged man, his services were liable to be dispensed with on the completion of the work and therefore he aspired to find another berth before the completion of the work in the Cargo Berth Division. What I do not understand, in this reference, is the performance of the Executive Engineer, Water Supply Division when he issued orders for appointment of the concerned workman as a Worksarkar even though he had applied for appointment as a typist in that Division. The sole witness for the management, B. K. Panda, frankly confessed that he did not know why the Executive Engineer, Water Supply and Drainage Division had appointed J. Mall as a Worksarkar although the workman had applied for the post of typist in the Water Supply and Drainage Division. The concerned workman was serving as a Worksarkar. He did not seek for appointment of Worksarkar elsewhere. Notwithstanding all that, the appointment of Worksarkar was clamped upon him, as if by way for conscription, and an office order was issued appointing him as such. However strange this conduct may be, the workman joined in the new post. The question for my consideration is the effect of his so doing.

6. It is contended on behalf of the management that the appointment was appointment to a new post and therefore the seniority of the concerned workman must count from the date of his appointment in the Water Supply and Drainage (renamed Camps and Buildings) Division and he must not aspire to have the advantage of the years served by him since 1962. The management sought inspiration for this argument from a circular issued by the Chief Engineer-cum-Administrator of Paradeep Port Project dated January 10, 1966 (Ext. 3) from which I quote the relevant passage:

"It has come to the notice of the undersigned that work-charged staff are being transferred from one Division to another by the Assistant Engineers. This is quite irregular. The appointment of a work-charged staff is Divisionwise and for purposes of appointment, promotion or retrenchment, the Division will be taken as the Unit. The proper course, in such cases, will be for the first Division to terminate the services of the staff after complying with the provisions of the Industrial Disputes Act and the second Division may take the staff as fresh recruits."

There are several infirmities in this argument. Paradeep Port Project at the relevant time was an establishment of the Central Government. Its different divisions did not, as a matter of law, form separate units, in the sense that they were separate establishment of the Government of India and need not necessarily be treated as such. A member of a particular work-charged establishment may be recruited for that work only and the remuneration for his services may be charged on that work only and on completion of that work he may be discharged. But this does not necessarily mean, without more, that a member of a work-charged establishment cannot, as a matter of law, be transferred from one division of an establishment of the Government of India to another order of transfer or an order having the effect of transfer. In the next place, division in the same establishment. The passage from Ext. 3, as quoted above, speaks of irregularity of such transfers from the point of view of propriety and policy. That circular has not the effect of laying down that such transfers if made must be nullified and must be treated as new appointments despite the order of transfer or an order having the effect of transfer. In the next place at the point of time when J. Mall's services were placed in charge of the Water Supply and Drainage Division, Ext. 3 was not in existence. Then the practice was to transfer work-charged employees from one division to another division. Nobody knew at that time, that to be placed from one division to another division would entail the serious consequence of loss of seniority and one must have again to train the top from the beginning.

7. On consideration of the evidence, my view is that J. Mall's services were never terminated from the Cargo Berth Division and he was never given a new appointment in the Water Supply and Drainage (renamed Camps and Buildings) Division, although there was a fresh appointment letter issued to him (Ext. C). My view finds ample support from Ext. E, the Service Roll of the concerned workman. The entry at page 4 of that Exhibit shows that on his appointment as a Worksarkar in the Water Supply and Drainage Division the following note was made in his Service Roll:

"Joined as worksarkar in the W/s & Drainage Division vide Executive Engineer Order No. 305 dt. 20th January, 1965 and joined duty on 1st February, 1965 F. N."

The same Service Book continued for the workman, which was most unlikely if the appointment was a new appointment under Water Supply and Drainage Division. In page 5 of Ext. E there is the following note:

"Pay fixed at the rate of Rs. 65 p.m. in the revised scale of Pay of Rs. 65 to Rs 80 from 1st January, 1965 in accordance with the Finance Deptt. letter No. Pay 25/64-9467 dated 10th March, 1965. The next increment falls due on 1st January, 1966 Communicated vide Executive Engineer Water Supply & Drainage Division No. 3281/F.7-1 dated 2nd September, 1965."

The Service Book (Ext. E) indicates continuity of service and neutralises Ext.C.

8. Holding as I do, the appointment of the concerned workman under the Water Supply and Drainage Division was not a new appointment but a continuation of his old appointment, his seniority must count from the date of his first appointment in 1962. If that is so, the management was wrong in retrenching the workman on the assumed theory that his seniority must count from the date of his appointment under the Water Supply and Drainage Division on January 20, 1965. If that date goes, then in retrenching the workman the solitary rule of

'last' come first go' might not have been observed. There is no evidence that if calculation be made from 1962 and seniority be counted from that date, the concerned workman still falls within the mischief of 'last come first go' rule.

9. In the view that I take, I hold that the action of the management of Paradeep Port Trust in retrenching J. Mall with effect from 31st August, 1966 was not justified. That being so, the workman is entitled to have the retrenchment order against him set aside and to rejoin his service. Whether he may now be discharged on a month's notice as a temporary worker or he may again be retrenched must rest in the discretion of the Paradeep Port Trust authorities.

This is my award.

(Sd.) B. N. BANERJEE, Presiding Officer.

Dated: April 28, 1970.

[No. 28/97/68-LR.III/P&D.]

C. RAMDAS, Dy. Secy.

**(Department of Labour and Employment)**

*New Delhi, the 16th May 1970*

**S.O. 1931.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Additional Industrial Tribunal Orissa, Bhubaneswar in the industrial dispute between the employers in relation to the management of Messrs Mining and Transporting Company, Raising Contractors in the Iron and Manganese Mines of Messrs O.M.D. Company Limited, Barbil and their workmen, which was received by the Central Government on the 12th May, 1970.

**ADDITIONAL INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR**

**PRESENT:**

Shri U. N. Misra, B.L., Presiding Officer, Additional Industrial Tribunal, Orissa, Bhubaneswar.

**INDUSTRIAL DISPUTE CASE No. 8 of 1969**

*Dated Bhubaneswar the 4th May, 1970*

**BETWEEN:**

The management of Messrs Mining and Transporting Company, Raising Contractors in the Iron and Manganese Mines of Messrs OMD Company Limited, Barbil—1st party.

**AND**

Their workmen.—2nd party.

**APPEARANCES:**

Sri Nisith Kumar Pal, Partner of Mining and Transporting Company, Barbil—*For the 1st party.*

Sri H. Behera, General Secretary, Keonjhar Mines & Forest Workers Union, Barbil—*For the 2nd party.*

**AWARD**

The Ministry of Labour, Employment and Rehabilitation in the Department of Labour and Employment of Government of India in its Order No. 36(30)/69-LR-IV, dated the 16th September, 1969 referred the following point to the Tribunal for adjudication as it considered an industrial dispute exists between the employers in relation to the management of Messrs Mining and Transporting Company, Raising Contractors in the Iron and Manganese Mines of Messrs OMD Company Limited, Barbil and their workmen.

"Whether the action of the management of Messrs Mining and Transporting Company, Raising Contractors in the Iron and Manganese Mines of Messrs O.M.D. Company Limited, Barbil in terminating the services of the following workmen was justified. If not, to what relief are these workmen entitled?

1. Shri Parameswar Uram.
2. Smt. Mangri Uram.

3. Sri Kheti Patra.
4. Smt. Suru Naik.
5. Sri Charu Patra.
6. Marua Patra.
7. Smt. Laxmi Uram.
8. Sri Chara Singh.
9. Sri Ladu Munda.
10. Sri Dulla Munda.
11. Sri Pravakar Naik.
12. Sri Sukura Uram.
13. Sri Bhaiga Gop.
14. Sri Dasha Patra.
15. Sri Ribu Uram.
16. Smt. Sanichari Uram.
17. Sri Pakhu.
18. Smt. Sanibari Munda.
19. Sri Gura Naik.
20. Smt. Sanichari Uram.
21. Smt. Budhuni Uram.
22. Narendra Patra.
23. Sri Kartika Uram.
24. Smt. Budhuni Uram.
25. Shri Madhu Uram.
26. Smt. Sanichari Uram.
27. Sri Saharai Uram.
28. Sri Raje Uram.
29. Sri Surja Uram.
30. Sri Anade Patra.
31. Sri Kerah Munda.
32. Sri Dhaneswar.
33. Sri Banacha Patra.
34. Sri Banamali Patra."

2. Notices were issued to both parties to file their respective written statements:

3. The workmen through their Union submitted the written statement stating that the management is a leading and profitable concern operating manganese mines since long.

4. The workmen are the members of Keonjhar Mines & Forest Workers Union and were agitating for a rise in their wages and the removal of other discriminations. They were also agitating for full implementation of the payment under the Bonus Act. It is alleged that the management did not like the activities of the Union and to do away with the existence of their Union, it transferred the workmen to the Thakurani Iron Ore Mines situated at a distance of 15 to 20 miles, on a false pretext that the management is running on a loss. The workmen objected to their transfer but the management without giving any opportunity to hear them, arbitrarily terminated their services. The said order was illegal and unjustified and therefore, they pray for reinstatement with back wages.

5. The management in its written statement stated that it has not terminated the services of the workers working under it but it has transferred the said workers to Thakurani Section of Iron Ore Mines. It stated that the cost of production has increased and the management sustained a heavy loss. As the workers did not join their duties notwithstanding transfer facilities, their action amounted to misconduct. It also tantamounts voluntary abandonment of service.

6. The management has stated that one of the chief reasons for ordering the transfer of the workers from 'P' Block to the Thakurani Section Iron Ore Mines was the abnormal rise in the cost of production in the said mine and the heavy loss they sustained while working in manganese ore.

7. Only one witness (M.W. 1) was examined on behalf of the management to depose about the contention of the concern. He stated that the management was running in loss continuously and therefore it transferred 34 workers to the Thakurani Ore Mines. It is admitted by him that the management has maintained balance sheet upto 1966-67. He does not say however that the management has maintained upto date balance sheets. He stated that he can produce balance sheets upto 1966-67. He has not brought any of them to show that the management was in fact running continuously in loss. No other witness also corroborates him in this respect. The management should have produced satisfactory evidence on this score particularly when it is alleged by the workers that it is a profitable concern



working since a long time. It is stated that the management gave notices marked Ext. 1-series to the workmen directing them to move to Thakurani Mines within 10 days from the date of receipt of the said notices. Ext. 1 series are the copies of the said notices. The genuineness of those orders have not been challenged. It is stated in the said notices that if they do not comply with the orders, it would be taken that they are not interested in the job and it would also be presumed that they have left the job voluntarily. Ext. 2 series are the replies given by the workmen to the management. It is specifically stated therein that there is no abnormal rise in the cost of production nor there was any financial loss as stated in Ext. 1. It is also stated that the management has managed to send them to a far off place to deprive them of the benefits of the award which was to be passed by the High Court of Calcutta. Ext. 3 series are the replies given by the management in which they have stated that if the workers do not join their duties, action will be taken against them as stated in Notice, Ext. 1 series. Ext. 1 series shows that if the workers do not comply with the orders of transfer, their action will amount to their abandonment of job. M.W. 1 stated that the management has not actually terminated the services of those workers but it only transferred them from 'P' Block section to Thakurani Section. It is admitted that the management has not issued any termination order and it is further elicited from him that the services of those 34 workers were automatically terminated under rule 21 of the Standing Order and therefore, they did not consider it necessary to issue order for termination. M.W. 1 stated that the management did not know that the workers were the members of the Union. It is unfortunate that the management could not know as yet that the workers are the members of the Union although the workers also intimated the management about the position as soon as they got the notice, Ext. 1. The evidence of M.W. 1 is therefore to be viewed with caution. Rule 21 of the standing order lays down the provisions for automatic termination of service. It says that "an employee absenting without information and permission for more than 30 days without leave may incur automatic termination of service for it would be implied that the employee has abandoned or left the service of his own accord." It has not been shown that the workers absented themselves without any information and permission for more than 30 days. Ext. 2 series clearly shows the circumstances under which they had to face the transfer order. It has not been shown that the employees have abandoned or left the services out of their own accord. The workers gave their replies stating that the order of transfer was not proper. Ext. 3 series were issued on 8th May, 1969 and Ext. 1 series were given on 30th April 1969. Therefore, it is not proved that the workers remained absent without permission for more than 30 days as stated in rule 21 of the Standing Order. Rule 22 of the Standing Order lays down procedure for disciplinary action. The management could have started proceedings against the workers for misconduct as they did not comply with the order of transfer at once. The management did not give them proper opportunities to hear their grievances. The action of the management in terminating the services of these workmen without proper opportunities even is not therefore, legal or justified.

8. The workers claim back wages along with their reinstatement as they have been deprived of the wages during the long period since their services were terminated. It is true that none of the workers have been examined in this case. Not a word has however, been said by the sole witness of the management that the workers or any of them were serving elsewhere, during this period. If really they would have been serving elsewhere, there would not have been dearth of evidence on this score. Therefore, they are entitled to get their back wages during the period. Hence, the action of Management in terminating the services of the aforesaid 34 workmen is not justified and they are entitled for reinstatement with back wages.

9. Under the circumstances, I would direct the parties to bear their own costs.

(Sd.) U. N. MISRA,

Presiding Officer,

Additional Industrial Tribunal,

Orissa, Bhubaneswar.

Dictated and corrected by me.

(Sd.) U. N. MISRA,

Presiding Officer,

Additional Industrial Tribunal,

Orissa, Bhubaneswar.

**S.O. 1932.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award Part II of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the management of Messrs Companhia Mineira Dempo and Souza Limited, Panjim, Goa and their workmen, which was received by the Central Government on the 11th May, 1970.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY**  
REFERENCE No. CGIT-7 of 1966

**PARTIES:**

Employers in relation to the management of Messrs. Companhia Mineira Dempo and Souza Ltd., Panjim, Goa.

**AND**

their workmen represented by the Goa Mining Labour Union.

**PRESENT:**

Shri A. T. Zambre, Presiding Officer.

**APPEARANCES:**

*For the employers.*—Shri P. K. Rele, Solicitor, Crawford Bayley & Co., instructed by Shri V. J. Nayak, Labour Officer.

*For the workmen.*—Shri Madan Phadnis, Advocate, instructed by Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union.

**STATE:** Union Territory of Goa.

**INDUSTRY:** Iron Ore Mining.

Bombay, 28th April 1970

**AWARD PART II**

The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by their Order No. 24/2/66-LR. I dated 4th March 1966 have referred to this Tribunal for adjudication the industrial dispute existing between the employers in relation to the management of Messrs. Companhia Mineira Dempo and Souza Ltd., and their workmen represented by the Goa Mining Labour Welfare Union in respect of the subject matter set forth in the following schedule:—

**SCHEDULE**

"Whether the claim of the said Union for bonus for the year 1962 on behalf of the workmen employed by the said company at their Iron Ore Mines at Bicholim is justified? If so, from what date and to what extent?"

2. The Industrial Disputes Act, 1947, was made applicable to the Union Territory of Goa about a year after liberation and was brought into force from 19th December 1962. The present reference relates to the workmen's demand of bonus for the calendar year 1962 and hence the employers had raised technical contentions as to the validity of the reference and the jurisdiction of the Tribunal. The workmen had demanded bonus for the year 1959, 1960, 1961, 1962 in June 1962 and by my award part 1 dated 23rd May 1968 I have held that at the time when the Act was brought into force the bonus dispute was in existence and the Tribunal had jurisdiction. In the award I have mentioned the contentions raised by the parties and the historical background of the demands. The union had contended that the company had made huge profits during the year 1962. The profits were not shared and they were entitled to get bonus to the extent of three months' salary. The employers had denied these allegations and had alleged that the trading results of the year 1962 did not justify the payment of any bonus and no bonus was payable to them according to law.

3. After the statements of claim and the rejoinders the union had made an application for a direction to the company to produce the balance sheet and profit and Loss accounts and to give them the information required. But the management had by their application requested the Tribunal first to decide the preliminary issue and accordingly after the decision award Part I they have produced a copy of the balance sheet and profit and loss account and other statements prepared by them. According to the employers there is no available surplus and on the contrary there is a deficit of more than Rs. 4.78 lakhs and the workmen are not entitled to get any bonus. In annexure 'A' to the balance sheet and profit and loss

accounts statement the company has given the following statement about the calculation of surplus:—

1. Net Profit	7,50,586
2.. Add:	
(a) Depreciation	21,38,542
(b) Other Provisions	46,948
(c) Debit entries	44,350
3. Adjusted Net profit	29,80,424
4. Deduct prior charges.	
(a) Income tax as per assessment	2,36,172
(b) National normal depreciation	26,15,160
(c) Return at 8 per cent.	1,64,080
(d) Return at 4 per cent	4,44,000
	34,59,412
5. Deficit	4,78,988

4. The union has also filed a statement of calculations according to them. They have almost accepted the amount of the net profit and other amounts to be added and have shown a gross profit of Rs. 29,88,165.09 whereas the gross profit shown by the employer is Rs. 29,80,424. Thus there is a difference of only about Rs. 8,000 and the gross profit shown by the employer of Rs. 29.80 lakhs shall be taken by me as correct for the purpose of our calculations. However, the union has deducted depreciation of Rs. 21.38 lakhs. According to them no reserves were used as working capital and the main dispute between the parties is in respect of the amount of depreciation, return on the working capital and the rate of return on the share capital. The union has contended that the employers are not entitled to any return on reserves as working capital as no such reserves were available with the company and I shall discuss what amount should be permitted as prior charges in respect of the items of depreciation and return. In support of their contentions the employers have relied upon the balance sheet and profit and loss statements and the evidence of their witness Shri Nivaskar and it has been argued that the employers are entitled to claim a prior charge of Rs. 26.15 lakhs towards depreciation and other amounts as showing in the annexures.

5. Shri Madan Phadnis, Advocate, appearing on behalf of the union has argued that the company is not entitled to get even one third of the amount as depreciation. They have not led any evidence and they are not entitled to claim that such amount as prior charge. It has been further argued that the Income-Tax act, the Company Law and various other Acts were not applicable to the Goa Territory before 1962. The company was not required to keep accounts under the Income Tax Act. They were not also getting any rebate over depreciation and they have not shown depreciation for the previous years in the accounts. They have become conscious about the depreciation because of the workers' claim for bonus. They have shown depreciation of only Rs. 25.56 lakhs for all the years upto 1st January, 1962 and obviously the amount of Rs. 26 lakhs and odd claimed to be notional normal depreciation for the one year is question is wrong and it is an attempt on the part of the employers to charge the unabsorbed depreciation for the previous years.

6. The learned counsel Shri Rele on behalf of the company has argued that the bonus formula was notional and was to be worked out theoretically. The learned counsel has invited my attention to various observations reported in 1959 (1)LLJ-644 1967 (2)LLJ-318 and has contended that even though the Indian Income Tax Act and the Companies Act were not applicable to Goa State it should be presumed as if these acts were in force and the bonus formula should be worked out. I do not find any difficulty in accepting the arguments and in this case also the bonus formula will be worked out as if the various Acts were in force and I shall determine the prior charges and the available surplus.

7. The employers have produced a statement showing the summary of the depreciation at exhibit E-2. It merely mentions various items of the amounts totalling Rs. 26.15 lakhs. There is nothing to show the written down value of the various items of the block and it shall have to be held that there is no proper proof about the notional normal depreciation claimed. It is not in dispute that the company is doing business for the last several years. It is not the case of the Company that the machinery is new and was purchased last year. The company's witness has on the contrary admitted that the company was working prior to 1962 and the machinery was prior to that. It is also clear that the company

is doing business at least for the last ten years and even if the depreciation can be taken on the straightline method during the period of 10 years about 80 per cent of the value of the machinery would have been written down and the company's contention that such a huge amount of Rs. 26 lakhs is the notional normal depreciation cannot be accepted.

8. The company's witness Shri Nivaskar has stated that they have calculated the depreciation to which they would be entitled under the Income-Tax Act. According to him the details which he has produced at exhibit E-2 are those calculations and the amount of Rs. 26.15 lakhs represents the amount of depreciation to which the company is entitled under the Income Tax Act. This evidence itself shows that the amount of Rs. 26.15 lakhs is not the national normal depreciation but it is the statutory depreciation. Shri Madan Phadnis has invited my attention to the following observations of their Lordships of the Supreme Court reported in 1959 II LLJ (Indian Hume Pipe Company Ltd., and their workmen):—

"It may be noted however that in regard to the depreciation which is a prior charge on the gross profits earned by a concern there is always a difference in the method of approach which is adopted by the income-tax authorities and by the industrial tribunals. It was pointed out by us in *Shri Meenakshi Mills Ltd., V. their workmen* (1958 1 LLJ 239) that the whole of the depreciation admissible under the Income Tax Act was not admissible in determining the available surplus. The initial depreciation and additional depreciation were abnormal additions to the income-tax depreciation and it would not be fair to the workmen if these depreciations were rated as prior charges before the available surplus was ascertained. Considerations on which the grant of initial and additional depreciations might be justified under the Income-Tax Act were different from considerations of social justice and fair apportionment of which the Full Bench formula in regard to the payment of bonus to workmen was based. This was the reason why we held in that case that only normal depreciation including multiple shift depreciation but not initial or additional depreciation should rank as prior charge. We approved of the decision of the Labour Appellate Tribunal in the *U.P. Electric supply Co. Ltd., V. their workmen* (1955 II LLJ 431) in arriving at the above conclusion and disallowed the claim of the company their to deduct the initial or additional depreciation as prior charge in bonus calculations."

It is surprising to note that the management itself has shown in the annexure to the balance Sheet that the depreciation during the year 1962 was Rs. 21.38 lakhs. The notional normal depreciation cannot be more than this depreciation. On the contrary from the above observations it will be clear that the notional normal depreciation will be always less than the depreciation to which Company is entitled under the Income-Tax Act and it shall have to be held that the management has failed to prove that the amount Rs. 26.15 lakhs is the notional normal depreciation and they are not entitled to claim the amount as prior charges towards depreciation. Though the union has contended that they are not entitled to get even one third of the depreciation claimed it is clear that in their calculations they have accepted the figure of Rs. 21.38 lakhs as depreciation and in my opinion that amount should be allowed to be claimed as prior charges towards depreciation while calculating the available surplus.

9. The employers have claimed an amount of Rs. 4.44 lakhs as return at 4 per cent on the working capital. In support of their contention they have produced the statement exhibit E-3 showing the amount of reserves such as (1) accrued depreciation upto 31st December, 1961 at Rs. 25.56 lakhs, (2) General reserves upto 31st December, 1961 at Rs. 3.32 lakhs, (3) Profit and loss upto 31st December, 1961 at Rs. 42.10 lakhs and (4) contributions upto 31st December, 1961 at Rs. 40 lakhs totalling Rs. 110.99 lakhs and 4 per cent return at say Rs. 4.44 lakhs.

10. The union has contended that the company had no liquid reserves with them nor had such reserves been utilised as working capital. The company had taken advances and has already paid interest at about Rs. 1 lakh odd and their claim for return of Rs. 4.44 lakhs on the alleged reserves employed is not justified. It has been further argued that whatever reserves the company had with them have been utilised by them in the expansion of the plant. Even a glance at the balance sheet will show that they have had no liquid funds at the beginning of the year and there is no question of utilising the funds. The learned Counsel has invited my attention to the observations of their Lordships of the Supreme

Court in 1959 II LLJ page 250 (Tata Oil Mills Co. and its workmen) in which it has been observed:—

"A return is allowed on the reserves used as working capital on the ground that if these reserves are not used for this purpose the concern would have to borrow money and pay interest on that. This being the basis on which a return on reserves used as working capital is allowed there is no reason why if there is in fact money available in the depreciation reserve and if that money is actually used during the year as working capital a return should not be allowed on such money also.

From this ruling it is clear that it is for the company to establish that they had money available in their hands and they were actually utilised as working capital and the question is whether the company has proved that they had liquid reserves and utilised them as working capital.

11. The balance Sheet exhibit E-1 gives the financial position of the Company at the end of the year but it does not mention the reserves as stated by the employers in exhibit E-3 except a general reserve of Rs. 3.32 lakhs as on 1st January, 1962. The employer's witness Shri Nivaskar has in his deposition merely referred to the statement exhibit E-3 and has produced an analysis of the balance sheet and has added in his examination in chief that the amounts of working capital mentioned in exhibit E-3 were available throughout the year and were utilised for the Company. However, from his cross-examination it can be clearly inferred that the company had no liquid funds as he has stated that he would not be able to say what was the amount of the company in banks, the treasurer or cashier. When he was asked about production of the original books of accounts he stated that he did not think it necessary to produce the original books of accounts to show these figures and he merely relied upon the analysis of the balance sheet prepared by him. Thus there is no satisfactory proof that the company had liquid reserves to the tune of such a big amount.

12. Regarding proof on the reserves used as working capital it has been observed in the ruling reported in 1960 II LLJ page 34 (Textile Machinery Corporation and their workmen) as follows:—

"It has been held that before an employer could claim any return on liquid reserves by way of interest he must lead evidence to show that the reserves in question have been used as working capital during the relevant period. In the absence of any corresponding entries in the balance sheet of the previous year the items shown as reserves in the balance sheet prepared after the close of the year in question could not be relied upon to prove that the same were used as working capital during the year in question. Further a mere affidavit filed by an officer of the company collating the various figures shown as reserves and setting them out as deduced from the balance sheet could not be taken as proof of the fact that the same were used as working capital during the relevant period."

It has been also observed in the ruling reported in the same volume viz., 1960 II LLJ at page 43 (Cannanore spinning and weaving Mills Ltd., and Cannanore spinning and weaving Mills workers Union):—

"In the absence of any evidence to show that the statements regarding the existence of reserves in the balance sheet of a company for the year in question are true, it would not be possible for the industrial tribunal to presume the correctness of the same for determining the claim of the employer for a return on the amount shown as reserves there in on ground that the said amount were utilized as working capital in the year in question."

13. It is significant to remember that the total share capital of the company was about Rs. 20.51 lakhs while the total gross assets of the company at the end of the year 1962 amounted to Rs. 167.72 lakhs and considering the total gross assets it shall have to be presumed that whatever reserves the company had were utilised by them in the expansion of the block. The witness of the employers Shri Nivaskar in his cross-examination was unable to say as to where from the employers had brought the machinery. He has stated:—

"The total paid up share capital in the year was Rs. 20.51 lakhs. The total gross assets of the company at the end of the year 1962 is Rs. 167.72 lakhs as shown in the accounts. The company was working prior to 1962. The machine was acquired prior to 1962 and I shall not be able to say from what funds the block was purchased.

and thus the depreciation reserves and other reserves have been sunk by the management in their expansion of the block and the contention that the management had utilised the reserves as working capital does not stand to reason. This will be corroborated from the evidence of Shri Nivaskar who has stated that he could not say what were the liquid funds available with the company in the year 1962. When it was specifically put to him that the company had no liquid funds as working capital his answer was that beyond the statements in answer to the above question he could not say and further added:—

"It is not correct to say that all the reserves shown are fictitious as in fact the amounts were utilised as in the fixed assets."

This itself proves that whatever reserves the company had used were used by them in the expansion of the block and there were no liquid reserves.

14. Shri Rele on behalf of the management has further argued that even if it be held that the amounts were utilised in the expansion of the block the employers would be still entitled to claim a return on that amount. The learned Counsel has relied upon the ruling reported in 1959 II LLJ P.371. (Britannia Biscuit Company, Ltd., and its workmen) in which it has been observed:—

"It is not correct to contend that no return should be allowed for the portion of the reserves sunk in fixed assets. If a portion of the reserves has been sunk in the block it would be an argument if at all to give it a higher return than other reserves used as working capital as it has been irretrievably sunk in the block and the amount of reserves sunk in the block cannot be considered as more liquid than fixed capital."

However in view of the observations of their Lordships of the Supreme Court I do not think that the management can claim a return on the amounts sunk in the capital assets. It has been observed in ruling reported in 1967 II LLJ P. 18 (Azam Jahi Mills Ltd., and their workmen).

"Where the company had not incurred any fresh loans for the purposes of buying plant and machinery in the year in question the amount of such purchase could be presumed to have come out of the reserves only and to that extent the quantum of reserves would be reduced and would not be available as working capital for the purposes of providing return on reserves used as working capital." This itself shows that the amount of reserves spent over the expansion of the block will not carry any return and will not be a prior charge in the calculation of bonus and it shall have to be held that the management have failed to prove that they are entitled to claim a return on Rs. 4.44 lakhs alleged to be used as working capital;

It is significant to remark that the company has incurred big loans and has paid big amounts of interest and thus the loans served the purpose of the working capital and there is no question of utilising reserves as there were no liquid reserves.

15. The third item which is disputed is in respect of the return on the share capital. The management has claimed interest at the rate of 8 per cent which comes to Rs. 1.68 lakhs. However the present claim for bonus is for the year 1962 and in my opinion 6 per cent would be a reasonable return and on this basis the amount of return on the subscribed capital of Rs. 20.51 lakhs would come to about Rs. 1.23 lakhs.

Considering these items the calculations of available surplus will be as follows:—

Gross profits:—			Rs. in lakhs	
			29.80	
Deduct prior Charges.				
(1) Income-tax	2.36	lakhs		
(2) Notional normal depreciation	21.38	lakhs		
(3) Return of 6 per cent on share capital	1.24	lakhs		
			24.98	
Rs. 24.98 lakhs.				
Available surplus			4.82 lakhs.	

16. It is not in dispute that in the available surplus there are three sharers and the share of the workmen would be about one-third. Thus the amount available for distribution to the workmen would be about Rs. 1.60 lakhs. It will appear from a statement produced by the company that the average month wages of the workmen would be about Rs. 48,000 odd, and it shall have to be held that the claim of the union for bonus on behalf of the workmen employed by the company a statement produced by the company that the average monthly wages of the claim of the union for bonus on behalf of the workmen employed by the company at their iron ore mines is justified and they are entitled to get bonus for the calender year 1962 i.e. from 1st December, 1962 to 31st December, 1962.

17. Considering all the facts and circumstances of the case I think bonus equal to the amount of 1/12th of the annual earnings of the worker for the year 1962 would meet the ends of justice. A workman who has not worked for the whole year will be entitled to get proportional amount as bonus. The amount of bonus is to be paid with in one month of the publication of the award in the official gazette. The case has been pending since 1966. It has been hotly contested and it will be proper to respect the management to pay cost of Rs. 300 to the union.

Hence my award accordingly.

Sd./- A. T. ZAMBRE,  
Presiding Officer,

Central Government Industrial Tribunal,  
Bombay.

[No. 24/2/66-LR-IV.]

New Delhi, the 18th May 1970

**S.O. 1933.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri V. P. Pratap, Assistant Labour Commissioner (Central) and arbitrator, Jabalpur, in the industrial dispute between the employers in relation to the management of Banki Colliery of Messrs National Coal Development Corporation Limited, Post Office Bankimogra, District Bilaspur, Madhya Pradesh and their workmen, which was received by the Central Government on the 4th May, 1970.

#### ARBITRATION AWARD

(Under Section 10-A of the Industrial Disputes Act, 1947)

[In the matter of an industrial dispute between the management of Banki Colliery (N.C.D.C. Ltd.), P.O. Banki Mongra, Distt. Bilaspur (M.P.) and their workmen represented by M.P. Colliery Workers Federation, Banki Branch, P.O. Banki Mongra, Distt. Bilaspur (M.P.).]

#### PRESENT.

Shri Ved Prakash Pratap, Assistant Labour Commissioner (C), Jabalpur, Arbitrator.

#### APPEARANCES:

*Representing Employers.*—Shri Brij Nandan Prasad, Group Personnel Officer,

*Representing Workmen.*—Shri Rambilas Sobhanath, Secretary, M.P. Colliery Workers Federation, Banki Branch.

#### (AWARD)

Under Arbitration Agreement dated the 4th November, 1969 entered into between the above parties under Section 10-A of the Industrial Disputes Act, 1947 and published by Government in the Gazette of India under order No. 8/106/69-LRII, dated the 4th December, 1969, the following dispute was referred to me for arbitration:—

“Whether the action of the management in suspending pending enquiry Sri Mahabir S/o. Gohodu with effect from 20th February, 1969 and subsequent demotion from Cat. III to Cat. I with effect from 4th June, 1969 is justified? If not to what relief is he entitled?”

As per the last para of the arbitration agreement I was required to give my award within a period of 3 months from 1st January, 1970 or within such further time as is extended by mutual agreement between the parties in writing. Both the parties extended the period in writing upto 30th April, 1970 for giving the award.

As the period was to reckon w.e.f. 1st January, 1970, notices were issued to the parties on 1st January, 1970 for submitting statements of their cases and rejoinders with copies to opposite parties. The management raised some preliminary objections in their written statements, which are reproduced below:—

(1) No branch of M.P. Colliery Workers Federation has been functioning validly at Banki in 1968-69 and the above dispute could not, therefore, be taken up by M.P. Colliery Workers Federation, Banki Branch.

(2) Shri Rambilas Sobhnath has not been validly elected as Secretary, M.P.C.W.F., Banki Branch and as such he has no right to represent the above case.

(3) As election for the term 1968-69 for the office bearers of Banki branch of M.P.C.W.F. had taken place put the same was declared irregular by the General Secretary, M.P.C.W.F. and as such during this period no valid branch of M.P.C.W.F. had functioned at Banki Colliery. Copy of the election results as communicated to the management and of the letter received from the General Secretary in this behalf are enclosed herewith.

(4) There is no provision in the Constitution of the M.P.C.W.F. to extend the terms of two years particularly when an election had taken place. Just because fresh election was irregular, the old branch Executive cannot be given an automatic extension by the General Secretary of M.P.C.W.F. Another election should have been conducted. Even otherwise, there is no provision in the constitution of M.P.C.W.F. for extension by General Secretary of the term beyond two years. At the time of raising the dispute and for the dispute under reference, Shri Rambilas Sobhnath has not been authorised (and could not be authorised) to raise the dispute and to sign agreements on behalf of M.P.C.W.F. as required under Section 10-A, Sub-Section (2) of the I.D. Act.

(5) Shri Rambilas Sobhnath has not been elected as Executive Committee member of the Federation as per Rule-11 of the constitution of M.P.C.W.F. and as such cannot be authorised for raising industrial dispute or for signing settlements.

(6) Even if, it is considered that he is the Secretary of Banki branch of M.P.C.W.F., his function is to help the Officers of the Federation during conciliation and other legal proceedings as indicated in Rule-8(d)(d) of the Constitution of M.P.C.W.F. A branch Secretary has no right to raise an industrial dispute or sign arbitration agreement on behalf of workmen.

On the grounds mentioned above, Shri Rambilas Sobhnath in particular and M.P.C.W.F. Banki in general cannot represent the workman concerned and as such no dispute between the management and the workman exists.

The union in its rejoinder submitted as under:—

अ इटम नं० 1 से 6 तक का स्टेटमेंट तारीख 4-11-69 केस विवेशन एग्रीमेंट में विवाद से कोई संबंध नहीं रखता है अतः यह प्रश्न निःस्तब्ध है अतः इस पर विचार करने का प्रश्न ही नहीं उठता है ।

The following issue was, therefore, framed in connection with the above:—

"Whether the management is estopped from challenging the validity of the arbitration agreement."

It was agreed that if the above issue is decided in positive it was to be determined whether reference of the dispute through the instant arbitration agreement was valid.

On the basis of the pleadings of the parties, the following issues were also framed:—

(1) Is Shri Mahabir a member of M.P. Colliery Workers Federation. If so, since when?

(2) Was Sri Mahabir permitted/asked to stay in quarter No. 34/6 alongwith Sri Gunur Das, Leader on 20-12-68?

(3) Was the enquiry fair and just?

(4) Had Sri Rambilas Sobhnath, the so called Secretary, M.P.C.W. Federation, Banki Branch himself intimated on 5-5-1969 that Sri Mahabir had unauthorisedly occupied quarter No. 34/6?



Whereafter the parties submitted their respective documents. On receipt of documents arbitration proceedings were fixed on 25-2-70 but, as none was present on behalf of the union, after preliminary enquiry, proceedings were adjourned for 20-3-70. On receipt of joint request for postponement, proceedings were postponed for 3-4-70 and again on unions' request for 20-4-70 when proceedings were held and closed after recording of evidences and arguments.

The most important point to be decided in this case is whether the management is estopped from challenging the validity of the arbitration agreement. In case the management is not estopped from challenging the validity of the arbitration agreement, it is to be decided whether the arbitration agreement is valid or bad in law.

My attention was invited to the decision of the Industrial Tribunal, Bombay in the case of East Asiatic Company (India) (P) Ltd. (1960-I-LLJ-333). The Tribunal had decided that even on a joint reference to the adjudication U/S 10(2) of the Industrial Disputes Act, 1947 employer is not estopped from pleading that what is referred to is not an industrial dispute. The only difference between reference of an industrial dispute U/S (10)(2) and 10-A of the Industrial Disputes Act, 1947 is that in the former case the dispute is referred for adjudication whereas in the later case for arbitration. In both the cases it is referred on the joint request of the parties. In conformity with this decision I hold that the management is not estopped from challenging the validity of the arbitration agreement.

A perusal of the arbitration agreement shows that the trade union representing the workmen in question in M.P. Colliery Workers Federation, Banki Branch, P.O. Banki Mongra, (Distt. Bilaspur) M.P. As per rule 8(b) of the Industrial Dispute (central) Rules, 1957 the arbitration agreement is to be signed 'in the case of a workman, by any officer of a trade union....' The phrase 'trade union' has not been defined in the Industrial Disputes Act, 1947. As per Section 2(h) of The Trade Unions Act, 1926 "trade Union" means any combination whether temporary or permanent, formed primarily for the purpose of regulating the relations between workmen and workmen or between employers and employers or for imposing restrictive conditions on the conduct of any trade or business and includes any federation of two or more trade unions. Thus a trade union must be a combination for the purpose of regulating the relations etc. It implies that it must have its own rules or constitution providing or regulating the combination of its members, relations interse and the manner for achievement of its purpose. M.P. Colliery Workers Federation, Banki Branch, P.O. Banki Mongra does not have any of its rule or constitution separate from that of M.P. Colliery Workers Federation. Therefore, M.P. Colliery Workers Federation, Banki Branch cannot be said to be a trade union by itself. It is only a branch of its parent body, namely M.P. Colliery Workers Federation.

The management has taken the plea that Shri Rambilas Sobhnath had not been validly elected as Secretary, M.P. Colliery Workers Federation, Banki Branch because the election for the term 1968-69 of the office bearers of Banki Branch of M.P. Colliery Workers Federation had been declared irregular by the General Secretary, M.P. Colliery Workers Federation and that no other election had taken place within this period. According to the management there is no provision in the constitution of M.P. Colliery Workers Federation to extend the term of two years particularly when an election had taken place. Further, according to the management just because fresh election was irregular, the old branch executive cannot be given automatic extension.

Clause 9(c) of the constitution of M.P. Colliery Workers Federation providing for office bearers of the branch reads as under:—

"All members of the Executive Committee shall be elected for a term of two years and shall be eligible for re-election."

A trade union is a collective body of the members forming it. It is something abstract and, therefore, it is to be represented by its office bearers in all proceedings concerning it and, therefore, there cannot be any vacuum in the office bearers of a union or its branch. Even Section 28-J of the Indian Trade Union (M.P. Amendment) Act, 1960 provides only the Industrial Court to be the competent authority to decide as to who is the lawful officer of a registered trade union. This provision is invoked by an officer or set of persons who claim to be the legal office bearers of the union in case of a dispute. The word dispute clearly implies that there must be some other set of persons claiming to be the lawful officer of the union. There is no other set of persons claiming to be lawful officers of the union and there is no decision of the Industrial Court to the contrary. Further Clause 25 of the constitution of M.P. Colliery Workers Federation provides the procedure for termination of the membership of the executive

committee of the Federation and its branches. It has not been shown that Shri Rambilas Sobhnath had lost membership of the executive committee of this branch in terms of this clause. I am, therefore, of the view that Shri Rambilas Sobhnath continued to be the lawful Secretary of M.P. Colliery Workers Federation Banki Branch on the date the arbitration agreement was signed. I decide accordingly.

As per the constitution of M.P. Colliery Workers Federation a Branch has got only limited functions and duties to perform. Clause 8(d) provides as under:—

“Help officers of the Federation during conciliation and other legal proceedings and effectively participate in all such proceedings.”

As against this the functions, duties and powers of M.P. Colliery Workers Federation are much wide. The relevant provisions of its constitution are reproduced below:—

#### Clause 3: OBJECTS

(c) to negotiate and settle all disputes arising between members and employers on all questions concerning their employment,

(1) to establish just industrial relations by securing redress of grievances without stoppage of work by means of negotiations and conciliation and failing which by arbitration or adjudication. But where adjudication is not applied and settlement or dispute by arbitration is not available, to facilitate recourse on the part of the workers to others legitimate methods including strike or any suitable form of satyagraha.

#### Clause 19. Methods of Redress of Grievances.

(a) The Federation shall, as far as possible, seek redress of grievances without stoppage of work and by means of negotiations, conciliation, arbitration and adjudication.

(b) when all methods specified above have failed the Federation may give a call for strike. But no such call shall be given unless the Executive Committee called specifically for the purpose by a 2/3 majority so decides and

(c) All strike notices shall be served by the Federation.

A perusal of above provisions would indicate that the branch has no power to enter into legal proceedings. All powers of resolving the disputes through conciliation, arbitration, adjudication or strike rest with the Federation. Therefore, also the M.P. Colliery Workers Federation, Banki Branch has no authority to enter into arbitration agreement.

In terms of explanation of Rule 8 of the Industrial Disputes (Central), Rules, 1957 “officer” means any of the following officers, namely:—

(a) The President;

(b) The Vice-President;

(c) The Secretary (including the General Secretary);

(d) The Joint Secretary; and

(e) Any other officer of the trade union authorised in this behalf by the President and Secretary of the union.

Although Shri Rambilas Sobhnath was one of the members of the Executive Committee in terms of Clause 15(b)(ix) of the constitution of the federation, being the Secretary of the branch, it has not been proved that he had been authorised by the President and Secretary of the union to enter into arbitration agreement. The management has stated in its written statement that Shri Rambilas Sobhnath had not been elected as executive committee member of the federation as per Rule 11 of the Constitution of M.P. Colliery Workers Federation. This has not been denied by the workman in its rejoinders or at any later stage. However, Shri Rambilas Sobhnath has signed the arbitration agreement representing workmen as Secretary, M.P. Colliery Workers Federation. During the arbitration proceedings it was challenged by the management specifically that Shri Rambilas Sobhnath was not the Secretary of M.P. Colliery Workers Federation. This was not even denied by Shri Rambilas Sobhnath who was representing workman during the arbitration proceedings. It is, therefore, established that Shri Rambilas Sobhnath was not Secretary of M.P. Colliery Workers Federation and, therefore, his representation in that capacity in the arbitration agreement is void.

I decide that reference of the dispute through instant arbitration agreement dated the 4th November, 1969 is bad in law because of the following reasons:—

- (1) M.P. Colliery Workers Federation, Banki Branch was not competent to represent workmen of Banki Colliery in the Arbitration; and
- (2) Shri Rambilas Sobhnath, who has represented himself on behalf of the workman as Secretary, M.P. Colliery Workers Federation was not the Secretary of M.P. Colliery Workers Federation.

As I have held that reference of this dispute through arbitration agreement is bad in law no award is called for.

(Sd.) V. P. PRATAP,

Assistant Labour Commissioner (Central), Jabalpur and  
Arbitrator.

JABALPUR,

Dated, the 27th April, 1970

[No. 8/106/69-LR.II.]

Dated the 27th April 1970

**S.O. 1934.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri B. D. Sharma, Assistant Labour Commissioner (Central) and Arbitrator, Shahdol, in the industrial dispute between the employers in relation to the management of Johilla Coalfields (Private) Limited, Post Office Birsinghpurpali District Shahdol and their workmen, which was received by the Central Government on the 5th May, 1970.

Arbitration Award of Dr. B. D. Sharma, Assistant Labour Commissioner (Central), Shahdol in the matter of alleged wrongful termination of services of Shri Suresh Chand, Shot Firer of M/s. Johilla Coalfields (P) Ltd., P.O. Birsinghpurpali.

ALC's file No. SH/ALC/70-0. M/L&F File No. 8/23/70-LRII.

**PRESENT:**

Dr. B. D. Sharma, Assistant Labour Commissioner (Central), Arbitrator.

*Representing Employers.*—Shri K. C. Jain, General Manager, M/s. Johilla Coalfields (P) Ltd., P.O. Birsinghpurpali, Dist., Shahdol.

*Representing workmen.*—Shri Brij Kishor Prasad, General Secretary, Birsinghpur Colliery Mazdoor Sabha, P.O. Birsinghpurpali, Dist. Shahdol.

Ministry of Labour, Employment and Rehabilitation, Deptt., of Labour and Employment, New Delhi by their notification No. 8/23/70-LRII dated 18th February, 1970, published an order in the Gazette of India, which included an agreement dated 31st January, 1970, under Section 10A of the Industrial Disputes Act, 1947. By this order, the dispute was referred to my arbitration. The following is the relevant portion of the Agreement:—

"It is hereby agreed between the parties to refer the following industrial dispute to the Arbitration of Dr. B. D. Sharma, ALC(C), Shahdol.

- (i) Special matter in dispute.—Whether the dismissal of Shri, Suresh Chand Shot firer. Token No. 431 by the Management of M/s. Birsinghpur Colliery is justified and if not to what relief, if any, is he entitled?
- (ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved:—
  - (a) The Manager of Messrs Johilla Coalfields (P) Ltd., Birsinghpur Colliery, Post Office Birsinghpurpali, District Shahdol.
  - (b) Shri Brij Kishore Prasad, General Secretary, Birsinghpur Colliery Mazdoor Sabha, Post-Office, Birsinghpurpali, District Shahdol.
- (iii) Name of the union, if any representing the workmen in question.  
"Birsinghpur Colliery Mazdoor Sabha".
- (iv) Total Number of workmen employed in the undertaking affected:—  
About 1200.
- (v) Estimated number of workmen affected or likely to be affected by the dispute:—

Two workmen.

We further agree that the decision of the Arbitrator Dr. B. D. Sharma, shall be binding on us.

The Arbitrator shall make his award within a period of 3 months, or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration."

2. Hearing in this case were fixed on 8th April, 1970 and the parties were asked to file their written statements before that date which was filed by them. But on 6th April, 1970, the parties entered into a mutual settlement and under their letter No. ALC/1009 dated 6th April, 1970, Shri K. C. Jain, General Manager, M/s. Johilla Coalfields (P) Ltd., P.O. Birsinghpurpali and Shri Brij Kishore Prasad, General Secretary, Birsinghpur Colliery Mazdoor Sabha, P.O. Birsinghpurpali jointly requested the undersigned to take the settlement arrived at between them in consideration before giving my Award. The settlement is annexed as Annexure I.

3. Since as per the terms No. 1 of the Memorandum of Settlement arrived at between the parties, Shri Suresh Chand, Shot Firer has been reinstated with effect from 6th April, 1970. I feel that the settlement arrived at between the parties is fair and reasonable I, therefore give my award in terms of settlement dated 6th April, 1970, mentioned above.

SHAHDOL,

Dated the 30th April, 1970.

Sd./- DR. B. D. SHARMA,

30-4-1970.

Assistant Labour Commissioner (C),

Shahdol

and  
Arbitrator.

#### ANNEXURE I.

#### JOHILLA COALFIELDS PRIVATE LIMITED

[Registered Office: Birsinghpurpali, Distt., Shahdol (MP)]

ALC/1009.

April 6, 1970.

Registered Ad.

The Assistant Labour Commissioner (C),  
AND

Hon'ble Arbitrator, Shahdol.

Dear Sir,

Ref.—Arbitration Agreement dated 10th December, 1969, between the management of Birsinghpur Colliery of Johilla Coalfields (P) Ltd., and Birsinghpur Colliery Mazdoor Sabha in the dispute of dismissal of Shri Suresh Chand, Shot Firer.

The above case was referred to your good-self for arbitration. The parties have since mutually agreed at a settlement of the dispute. A copy of the agreement arrived at is enclosed herewith for your perusal and kind accepting the same as fair and just. We request that a Award may please be given by your goodself in view of the settlement arrived at between us.

Yours faithfully,

Representing employer.

Sd./- K. C. JAIN,

Representing workmen.

Sd./- B. K. PRASAD

General Secretary,  
Birsinghpur Colliery  
Mazdoor Sabha.

General Manager,  
Johilla Coalfields (P) Ltd.,  
Birsinghpur Pali, Distt., Shahdol  
(M.P.)

**FORM H**

*Memorandum of Settlement*

**PARTIES:**

*Representing employer(s):* Shri K. C. Jain, Central Manager, M/s. Johilla Coalfields (P) Limited, P.O. Birsinghpur Pali, Distt., Shahdol.

*Representing workmen.*—Shri Brij Kishore Prasad, General Secretary, Birsingpur Colliery Mazdoor Sabha, P.O. Birsinghpurpali, Distt., Shahdol.

*Short Recital of the case*

The General Secretary, Birsinghpur Colliery Mazdoor Sabha, P.O. Birsinghpur Pali, Distt., Shahdol (M.P.) raised an industrial dispute regarding alleged wrongful dismissal of Shri Suresh Chand, Shot firer Token No. 431 by the management of M/s. Johilla Coalfields (P) Ltd., P.O. Birsinghpur Pali, Distt., Shahdol (M.P.) The managements contention was that Shri Suresh Chand, shot firer has been removed from service for his carelessness and neglect on duty and delibrate breach of provisions of Mines Act which resulted in serious injury to Shri Motilal, Coal Miner on 24th June, 1969. A proper inquiry was conducted and he was given full opportunity to defend himself and therefore there was no justification in the allegation made by the union. Since the union representative insisted that Shri Suresh Chand had put in 18 years continuous service in this colliery and that during this period his work was quite satisfactory and he was an obedient worker and the fact that he was a large family to support, the union Secretary requested the General Manager to take a lenient view and consider the request of the union for reinstatement of Shri Suresh Chand.

*Terms of Settlement*

- (1) It was agreed that with a view to maintain harmonious industrial relations in the colliery the General Manager of M/s. Johilla Coal Fields (P) Ltd., agreed to reinstate Shri Suresh Chand with effect from 6th April, 1970.
- (2) As regards the unions demand for back wages to Shri Suresh Chand it was agreed that he will be granted whatever leave was due to him and the remaininig period will be treated as leave without pay and it will not affect his continuity of service. The union did not press for their demand for wages for this period because they appreciated the humanitarian approach of the management.
- (3) It was further agreed that Shri Suresh Chand, shot firer will be advised by the union to behave in a very good way in future and the union will cooperate with the management in maintaining industrial peace and effeclency.
- (4) The implementation report will be submitted to the Assistant Labour Commissioner (Central), Shahdol. A joint request by both the parties, who are signatories of this agreement, will be given to Dr. B. D. Sharma, who is the Arbitrator in this case to accept the terms of settlement as fair and to give a consent award in terms thereof.

**Representing workmen.**

**Sd./- BRIJ KISHORE PRASAD.**

**Dated: 6-4-1970.**

**Witnesses:—**

(1) Illegible.

(2) Sd./- Illegible.

**Representing employer(s).**

**Sd./- K. C. JAIN.**

**S.O. 1935.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri V. P. Pratap, Assistant Labour Commissioner and Arbitrator, Jabalpur in the industrial dispute between the employers in relation to the management of Banki Colliery of Messrs National Coal Development Corporation, Limited, Post Office Bankimogra, District Bilaspur, Madhya Pradesh and their workmen, which was received by the Central Government on the 4th May, 1970.

#### ARBITRATION AWARD

(Under Section 10-A of the Industrial Disputes Act, 1947)

[In the matter of an industrial dispute between the management of Banki Colliery (N.C.D.C. Ltd.), P.O. Banki Mongra, Distt. Bilaspur (MP) and their workman represented by M.P. Colliery Workers Federation, Banki Branch, P.O. Banki Mongra, Distt. Bilaspur (MP)]

#### PRESENT:

*Shri Ved Prakash Pratap.*—Assistant Labour Commission (C), Jabalpur Arbitrator.

#### APPEARANCES:

*Representing Employers.*—Shri Braj Nandan Prasad, Group Personnel Officer.

*Representing Workmen.*—Shri Rambilas Sobhnath, Secretary, M.P. Colliery Workers Federation, Banki Branch.

#### AWARD

Under Arbitration Agreement dated the 10th November, 1969, entered into between the above parties under Section 10-A of the Industrial Disputes Act, 1947 and published by Government in the Gazette of India under order No. 8/104/69-LRIL, dated the 4th December, 1969, the following dispute was referred to me for arbitration:—

"Whether the action of the management in demoting Sri Brich Das s/o. Gasl Das from Cat. V to Cat. III with effect from 24/26th September, 1969, is justified? If not to what relief is he entitled?"

As per the last para of the arbitration agreement I was required to give my award within a period of 3 months from 1st January, 1970, or within such further time as is extended by mutual agreement between the parties in writing. Both the parties extended the period in writing up to 30th April, 1970, for giving the award.

As the period was to reckon w.e.f. 1st January, 1970, notices were issued to the parties on 1st January, 1970, for submitting statements of their cases and rejoinders with copies to opposite parties. The management raised some preliminary objections in their written statements, which are reproduced below:—

(1) No branch of M.P. Colliery Workers Federation has been functioning validly at Banki in 1968-69 and the above dispute could not, therefore, be taken up by M.P. Colliery Workers Federation, Banki Branch.

(2) Shri Rambilas Sobhnath has not been validly elected as Secretary M.P.C.W.F., Banki branch and as such he has no right to represent the above case.

(3) As election for the term 1968-69 for the Office bearers of Banki branch of M.P.C.W.F. had taken place but the same was declared irregular by the General Secretary, M.P.C.W.F. and as such during this period no valid branch of M.P.C.W.F. had functioned at Banki Colliery. Copy of the election results as communicated to the management and of the letter received from the General Secretary in this behalf are enclosed herewith.

(4) There is no provision in the Constitution of the M.P.C.W.F. to extend the terms of two years particularly when an election had taken place. Just because fresh election was irregular, the old branch Executive cannot be given an automatic extension by the General Secretary of M.P.C.W.F. Another election should have been conducted. Even otherwise, there is no provision in the Constitution of M.P.C.W.F. for extension by General Secretary of the term beyond two years. At the time of raising the dispute and for the dispute under reference, Shri Rambilas Sobhnath has not been authorised (and could not be authorised) to raise

the dispute and to sign agreements on behalf of M.P.C.W.F. as required under Section 10-A, Sub-Section (2) of the I.D. Act.

(5) Shri Rambilas Sobhnath has not been elected as Executive Committee member of the Federation as per Rule-11 of the Constitution of M.P.C.W.F. and as such cannot be authorised for raising industrial dispute or for signing settlements.

(6) Even if, it is considered that he is the Secretary of Banki branch of M.P.C.W.F. his function is to help the Officers of the Federation during conciliation and other legal proceedings as indicated in Rule-8 (d) (d) of the Constitution of M.P.C.W.F. A branch Secretary has no right to raise an industrial dispute or Nsign arbitration agreement on behalf of workmen.

On the grounds mentioned above, Shri Rambilas Sobhnath in particular and M.P.C.W.F. Banki in general cannot represent the workman concerned and as such no dispute between the management and the workman exists.

The union in its rejoinder submitted as under:—

‘आइटम न० 1 से 6 पर नव का ऊपरी भाग स्टेटमट 4-11-69 को श्री म.यु. और प्रार्थी के बीच हुए अतिविशेषण परीमें में विवाद का विषय नहीं है इस पर कोई विचार नहीं किया जाय ।

The following issue was, therefore, framed in connection with the above:—

“Whether the management is estopped from challenging the validity of the arbitration agreement?”

It was agreed that if the above issue is decided in positive it was to be determined whether reference of the dispute through the instant arbitration agreement was valid.

On the basis of the pleadings of the parties, the following issues were also framed:—

- (1) Is Sri Brichdas member of M.P.C.W.F. Banki Branch. If so since when?
- (2) Can the date on which Sri Brichdas is stated to have been reverted in the arbitration agreement be corrected during arbitration proceedings by the arbitrator?
- (3) Was the chargesheet issued to Sri Brichdas unspecific?
- (4) Was Colliery Manager competent to issue the chargesheet.
- (5) Did the reply to the earlier chargesheet, which formed subject matter of chargesheet under examination contained abusive language?
- (6) Is the punishment order fair and reasonable in view of the provisions of certified standing orders?

Thereafter the parties submitted their respective documents. On receipt of documents arbitration proceedings were fixed on 25th February, 1970, but, as none was present on behalf of the union, proceedings were adjourned for 20th March, 1970. On receipt of joint request for postponement, proceedings were postponed for 3rd April, 1970, and again on unions' request for 20th April, 1970. Proceedings were held on 21st April, 1970. Shri Brichdas was actually demoted w.e.f., 22nd May, 1969, and not w.e.f., 24/26th September, 1969. The management was not prepared to correct this error, which was apparently, a clerical one. The management had also objected to the right of the arbitrator to treat this date as 25th May, 1969. According to the management arbitrator had limited right to decide the matter in dispute as contained in the arbitration agreement and not to amend it at his own. Accordingly no evidence was recorded and proceedings were closed.

The most important point to be decided in this case is whether the management is estopped from challenging the validity of the arbitration agreement. In case the management is not estopped from challenging the validity of the arbitration agreement, it is to be decided whether the arbitration agreement is valid or bad in law.

My attention was invited to the decision of the Industrial Tribunal, Bombay in the case of East Asiatic Company (India) (P) Ltd., (1960-I-LLJ-383). The Tribunal had decided that even on a joint reference to the adjudication U/S 10(2) of the Industrial Disputes Act, 1947 employer is not estopped from pleading that

what is referred to is not an industrial dispute. The only difference between reference of an industrial dispute U/S 10(2) and 10-A of the Industrial Disputes Act, 1947 is that in the former case the dispute is referred for adjudication whereas in the later case for arbitration. In both the cases it is referred on the joint request of the parties. In conformity with this decision I hold that the management is not estopped from challenging the validity of the arbitration agreement.

A perusal of the arbitration agreement shows that the trade union representing the workmen in question is M.P. Colliery Workers Federation, Banki Branch, P.O. Banki Mongra, (Distt., Bilaspur) M.P. As per rule 8(b) of the Industrial Disputes (Central) Rules, 1957 the arbitration agreement is to be signed 'in the case of a workman, by any officer of a trade union .....'. The phrase 'trade union' has not been defined in the Industrial Disputes Act, 1947. As per Section 2(h) of the Trade Unions Act, 1926 "trade union" means any combination whether temporary or permanent, formed primarily for the purpose of regulating the relations between workmen and workmen or between employers and employers or for imposing restrictive conditions on the conduct of any trade or business and includes any federation of two or more trade unions. Thus a trade union must be a combination for the purpose of regulating the relations etc. It implies that it must have its own rules or constitution providing for and regulating the combination of its members, relations *inter se* and the manner for achievement of its purpose. M.P. Colliery Workers Federation, Banki Branch, P.O. Banki Mongra does not have any of its rule or constitution separate from that of M.P. Colliery Workers Federation. Therefore, M.P. Colliery Workers Federation, Banki Branch cannot be said to be a trade union by itself. It is only a branch of its parent body, namely M.P. Colliery Workers Federation.

The management has taken the plea that Shri Rambilas Sobhnath had not been validly elected as Secretary, M.P. Colliery Workers Federation, Banki Branch because the election for the term 1968-69 of the office bearers of Banki Branch of M.P. Colliery Workers Federation had been declared irregular by the General Secretary, M.P. Colliery workers Federation and that no other election had taken place within this period. According to the management there is no provision in the constitution of M.P. Colliery Workers Federation to extend the term of two years particularly when an election had taken place. Further, according to the management just because fresh election was irregular, the old branch executive cannot be given automatic extension.

Clause 9(c) of the constitution of M.P. Colliery Workers Federation providing for office bearers of the branch reads as under:—

"All members of the Executive Committee shall be elected for a term of two years and shall be eligible for re-election."

A trade union is a collective body of the members forming it. It is something abstract and, therefore, it is to be represented by its office bearers in all proceedings concerning it and, therefore, there cannot be any vacuum in the office bearers of a union or its branch. Even Section 28-J of the Indian Trade Union (M.P. Amendment) Act, 1960 provides only the Industrial Court to be the competent authority to decide as to who is the lawful officer of a registered trade union. This provision is invoked by an officer or set of persons who claim to be the legal office bearers of the union in case of a dispute. The word dispute clearly implies that there must be some other set of persons claiming to be the lawful officer of the union and there is no decision of the Industrial Court to the contrary. Further Clause 25 of the constitution of M.P. Colliery Workers Federation provides the procedure for termination of the membership of the executive committee of the Federation and its branches. It has not been shown that Shri Rambilas Sobhnath had lost membership of the executive committee of this branch in terms of this clause. I am, therefore, of the view that Shri Rambilas Sobhnath continued to be the lawful Secretary of M.P. Colliery Workers Federation Banki Branch on the date the arbitration agreement was signed. I decide accordingly.

As per the constitution of M.P. Colliery Workers Federation a Branch has got only limited functions and duties to perform. Clause 8(d) provides as under:—

"Help officers of the Federation during conciliation and other legal proceedings and effectively participate in all such proceedings".



As against this the functions, duties and powers of M.P. Colliery Workers Federation are much wide. The relevant provisions of its constitution are reproduced below:—

Clause 3: *Objects.*

(c) to negotiate and settle all disputes arising between members and employers on all questions concerning their employment,

(1) to establish just industrial relations by securing redress of grievances without stoppage of work by means of negotiations and conciliation and failing which by arbitration or adjudication. But where adjudication is not applied and settlement or dispute by arbitration is not available, to facilitate recourse on the part of the workers to other legitimate methods including strike or any suitable form of satyagraha.

Clause 19: *Methods of Redress of Grievances.*

(a) The Federation shall, as far as possible, seek redress of grievances without stoppage of work and by means of negotiations, conciliation, arbitration and adjudication.

(b) When all methods specified above have failed the Federation may give a call for strike. But no such call shall be given unless the Executive Committee called specifically for the purpose by a 2/3 majority so decides and

(c) All strike notices shall be served by the Federation.

A perusal of above provisions would indicate that the branch has no power to enter into legal proceedings. All powers of resolving the disputes through conciliation, arbitration, adjudication or strike rest with the Federation. Therefore, also the M.P. Colliery Workers Federation, Banki Branch has no authority to enter into arbitration agreement.

In terms of explanation of Rule 8 of the Industrial Disputes (Central) Rules, 1957 "officer" means any of the following officers, namely:—

- (a) The President;
- (b) The Vice-President;
- (c) The Secretary (including the General Secretary);
- (d) The Joint Secretary; and
- (e) Any other officer of the trade union authorised in this behalf by the President and Secretary of the union.

Although Shri Rambilas Sobhnath was one of the members of the Executive Committee in terms of Clause 15(b)(ix) of the constitution of the federation, being the Secretary of the branch, it has not been proved that he had been authorised by the President and Secretary of the union to enter into arbitration agreement. The management has stated in its written statement that Shri Rambilas Sobhnath had not been elected as executive committee member of the federation as per Rule 11 of the constitution of M.P. Colliery Workers Federation. This has not been denied by the workman in its rejoinders or at any later stage. However, Shri Rambilas Sobhnath has signed the arbitration agreement representing workmen as Secretary, M.P. Colliery Workers Federation. During the arbitration proceedings it was challenged by the management specifically that Shri Rambilas Sobhnath was not the Secretary of M.P. Colliery Workers Federation. This was not even denied by Shri Rambilas Sobhnath who was representing workman during the arbitration proceedings. It is, therefore, established that Shri Rambilas Sobhnath was not Secretary of M.P. Colliery Workers Federation and, therefore, his representation in that capacity in the arbitration agreement is void.

I decide that reference of the dispute through instant arbitration agreement dated the 10th November, 1969 is bad in law because of the following reasons:—

- (1) M.P. Colliery Workers Federation, Banki Branch was not competent to represent workmen of Banki Colliery in the Arbitration; and
- (2) Shri Rambilas Sobhnath, who has represented himself on behalf of the workmen as Secretary, M.P. Colliery Workers Federation was not the Secretary of M.P. Colliery Workers Federation.

As I have held that reference of this dispute through arbitration agreement is bad law no award is called for.

JABALPUR.

Dated the 28th April, 1970

(Sd.) V. P. PRATAP,

Assistant Labour Commissioner (Central),  
Jabalpur and Arbitrator.

[No. 8/104/69-LR. II.]

**S.O. 1936.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri V. P. Pratap, Assistant Labour Commissioner (Central) and Arbitrator, Jabalpur, in the industrial dispute between the employers in relation to the management of Banki Colliery of Messrs National Coal Development Corporation Limited, Post Office Banki Mongra, District Bilaspur, Madhya Pradesh and their workmen, which was received by the Central Government on the 4th May, 1970.

### ARBITRATION AWARD

(Under Section 10-A of the Industrial Disputes Act, 1947)

[In the matter of an industrial dispute between the management of Banki Colliery (N.C.D.C. Ltd.), P.O. Banki Mongra, Distt. Bilaspur (MP) and their workmen represented by M.P. Colliery Workers Federation, Banki Branch, P.O. Banki Mongra, Distt. Bilaspur (M.P.)].

#### PRESENT:

Shri Ved Prakash Pratap, Assistant Labour Commissioner (C), Jabalpur, arbitrator.

#### APPEARANCES:

*Representing Employers.*—Shri Brij Nandan Prasad, Group Personnel Officer.

*Representing Workmen.*—Shri Rambilas Sobhanath, Secretary, M. P. Colliery Workers Federation, Banki Branch.

### AWARD

Under Arbitration Agreement dated the 4th November, 1969 entered into between the above parties under Section 10-A of the Industrial Disputes Act, 1947 and published by Government in the Gazette of India under order No. 8/103/69-LR.II, dated the 3rd December, 1969, the following dispute was referred to me for arbitration:—

"Whether the action of the management in demoting Sri Sectaram S/o Ramsaran from Cat II to Cat. I with effect from 28th August 1968 is justified? If not to what relief is he entitled?"

As per the last para of the arbitration agreement I was required to give my award within a period of 3 months from 1st January 1970 or within such further time as is extended by mutual agreement between the parties in writing. Both the parties extended the period in writing upto 30th April, 1970 for giving the award.

As the period was to reckon w.e.f. 1st January 1970, notices were issued to the parties on 1st January 1970 for submitting statements of their cases and rejoinders with copies to opposite parties. The management raised some preliminary objections in their written statements, which are reproduced below:—

- (1) No branch of M.P. Colliery Workers Federation has been functioning validly at Banki in 1968-69 and the above dispute could not, therefore, be taken up by M.P. Colliery Workers Federation, Banki Branch.
- (2) Shri Rambilas Sobhanath has not been validly elected as Secretary, M.P.C.W.F., Banki branch and as such he has no right to represent the above case.
- (3) As election for the term 1968-69 for the Office bearers of Banki branch of M.P.C.W.F. had taken place but the same was declared irregular by the General Secretary, M.P.C.W.F. and as such during this period no valid branch of M.P.C.W.F. had functioned at Banki Colliery. Copy of the election results as communicated to the management and of the letter received from the General Secretary in this behalf are enclosed herewith.

- (4) There is no provision in the Constitution of the M.P.C.W.F. to extend the terms of two years particularly when an election had taken place. Just because fresh election was irregular, the old branch Executive cannot be given an automatic extension by the General Secretary of M.P.C.W.F. Another election should have been conducted. Even otherwise, there is no provision in the constitution of M.P.C.W.F. for extension by General Secretary of the term beyond two years. At the time of raising the dispute and for the dispute under reference, Shri Rambilas Sobhnath has not been authorised (and could not be authorised) to raise the dispute and to sign agreements on behalf of M.P.C.W.F. as required under Section 10-A, Sub-Section (2) of the I.D. Act.
- (5) Shri Rambilas Sobhnath has not been elected as Executive Committee member of the Federation as per Rule-11 of the Constitution of M.P.C.W.F. and as such cannot be authorised for raising industrial dispute or for signing settlements.
- (6) Even if, it is considered that he is the Secretary of Bank branch of M.P.C.W.F., his function is to help the Officers of the Federation during conciliation and other legal proceedings as indicated in Rule-8(d)(d) of the Constitution of M.P.C.W.F. A branch Secretary has no right to raise an industrial dispute or sign arbitration agreement on behalf of workmen.

On the grounds mentioned above, Shri Rambilas Sobhnath in particular and M.P.C.W.F. Bank in general cannot represent the workman concerned and as such no dispute between the management and the workman exists.

The union in its rejoinder submitted as under:—

“आइएम नं० 1 से 6 पर तक का ऊपरी भाग स्टेटमेंट 4-11-69 को श्री मधुर और प्रार्थी के बीच हुए अर्बिट्रेशन एग्रीमेंट में विवाद का विषय नहीं है। इस पर कोई विचार नहीं किया जाये।

The following issue was, therefore, framed in connection with the above:—

“Whether the management is estopped from challenging the validity of the arbitration agreement?”

It was agreed that if the above issue is decided in positive it was to be determined whether reference of the dispute through the instant arbitration agreement was valid.

On the basis of the pleadings of the parties, the following issues were also framed:—

- (1) Whether Sri Sitaram is a member of M.P. Colliery Workers Federation. If so since when?
- (2) Whether the action of Sri Sitaram, Fitter of the Colliery in the hospital can be said to be a misconduct under the certified standing orders of the establishment.

Thereafter the parties submitted their respective documents. On receipt of documents arbitration proceeding were fixed on 25th February 1970 but as none was present on behalf of the union, after preliminary enquiry, proceedings were adjourned for 20th March 1970. On receipt of joint request for postponement, proceedings were postponed for 3rd April 1970 and again on unions' request for 20th April 1970 when proceedings were held and closed after recording of evidences and arguments.

The most important point to be decided in this case is whether the management is estopped from challenging the validity of the arbitration agreement. In case the management is not estopped from challenging the validity of the arbitration agreement, it is to be decided whether the arbitration agreement is valid or bad in law.

My attention was invited to the decision of the Industrial Tribunal, Bombay in the case of East Asiatic Company (India) (P) Ltd. (1960-1-LLJ-383). The Tribunal had decided that even on a joint reference to the adjudication U/S

10(2) of the Industrial Disputes Act, 1947 employer is not estopped from pleading that what is referred to is not an industrial dispute. The only difference between reference of an industrial dispute U/S 10(2) and 10-A of the Industrial Disputes Act, 1947 is that in the former case the dispute is referred for adjudication whereas in the later case for arbitration. In both the cases it is referred on the joint request of the parties. In conformity with this decision I hold that the management is not estopped from challenging the validity of the arbitration agreement.

A perusal of the arbitration agreement shows that the trade union representing the workmen in question is M.P. Colliery Workers Federation, Banki Branch, P.O. Banki Mongra, (Distt. Bilaspur) M.P. As per rule 8(b) of the Industrial Disputes (Central) Rules, 1957 the arbitration agreement to be signed 'in the case of a workman, by any officer of a trade union.....'. The phrase 'trade union' has not been defined in the Industrial Disputes Act, 1947. As per Section 2(h) of The Trade Unions Act, 1926 "trade union" means any combination whether temporary or permanent, formed primarily for the purpose of regulating the relations between workman and workmen or between employers and employers or for imposing restrictive conditions on the conduct of any trade or business and includes any federation of two or more trade unions. Thus a trade union must be a combination for the purpose of regulating the relations etc. It implies that it must have its own rules or constitution providing for and regulating the combination of its members, relations *inter se* and the manner for achievement of its purpose. M.P. Colliery Workers Federation, Banki Branch, P.O. Banki Mongra does not have any of its rule or constitution separate from that of M.P. Colliery Workers Federation. Therefore, M.P. Colliery Workers Federation, Banki Branch cannot be said to be a trade union by itself. It is only a branch of its parent body, namely M.P. Colliery Workers Federation.

The management has taken the plea that Shri Rambilas Sobhnath had not been validly elected as Secretary, M.P. Colliery Workers Federation, Banki Branch because the election for the term 1968-69 of the office bearers of Banki Branch of M.P. Colliery Workers Federation had been declared irregular by the General Secretary M.P. Colliery Workers Federation and that no other election had taken place within this period. According to the management there is no provision in the constitution of M.P. Colliery Workers Federation to extend the term of two years particularly when an election had taken place. Further, according to the management, just because fresh election was irregular the old branch executive cannot be given automatic extension.

Clause 9(c) of the constitution of M.P. Colliery Workers Federation providing for office bearers of the branch reads as under:—

"All members of the Executive Committee shall be elected for a term of two years and shall be eligible for re-election."

A trade union is a collective body of the members forming it. It is something abstract and, therefore, it is to be represented by its office bearers in all proceedings concerning it and, therefore, there cannot be any vacuum in the office bearers of a union or its branch. Even Section 28-J of The Indian Trade Union (M. P. Amendment) Act, 1960 provides only the Industrial Court to be the competent authority to decide as to who is the lawful officer of a registered trade union. This provision is invoked by an officer or set of persons who claim to be the legal office bearers of the union in case of a dispute. The word dispute clearly implies that there must be some other set of persons claiming to be the lawful officer of the union. There is no other set of persons claiming to be lawful officers of the union and there is no decision of the Industrial Court to the contrary. Further Clause 25 of the constitution of M. P. Colliery Workers Federation provides the procedure for termination of the membership of the executive committee of the Federation and its branches. It has not been shown that Shri Rambilas Sobhnath had lost membership of the executive committee of this branch in terms of this clause. I am therefore, of the view that Shri Rambilas Sobhnath continued to be the lawful secretary of M. P. Colliery Workers Federation, Banki Branch on the date the arbitration agreement was signed. I decide accordingly.

As per the constitution of M. P. Colliery Workers Federation a Branch has got only limited functions and duties to perform. Clause 8(d) provides as under:—

"Help officers of the Federation during conciliation and other legal proceedings and effectively participate in all its proceedings."

As against this the functions, duties and powers of M. P. Colliery Workers Federation are much wide. The relevant provisions of its constitution are reproduced below:—

**Clause 3.—Objects.**

(c) to negotiate and settle all disputes arising between members and employers on all questions concerning their employment,.....

(1) to establish just industrial relations by securing redress of grievances without stoppage of work by means of negotiations and conciliation and failing which by arbitration or adjudication. But where adjudication is not applied and settlement of dispute by arbitration is not available, to facilitate recourse on the part of the workers to other legitimate methods including strike or any suitable form of satyagraha.

**Clause 19.—Methods of Redress of Grievances.**

(a) The Federation shall, as far as possible, seek redress of grievances without stoppage of work and by means of negotiations conciliation, arbitration and adjudication.

(b) When all methods specified above have failed the Federation may give a call for strike. But no such call shall be given unless the Executive Committee called specifically for the purpose by a 2/3 majority so decides and

(c) All strike notices shall be served by the Federation.

A perusal of above provisions would indicate that the branch has no power to enter into legal proceedings. All powers of resolving the disputes through conciliation, arbitration, adjudication or strike rest with the Federation. Therefore, also the M. P. Colliery Workers Federation, Banki Branch has no authority to enter into arbitration agreement.

In terms of explanation of Rule 8 of the Industrial Disputes (Central) Rules, 1957 "officer" means any of the following officers, namely:—

- (a) The President;
- (b) The Vice-President;
- (c) The Secretary (including the General Secretary);
- (d) The Joint Secretary; and
- (e) Any other officer of the trade union authorised in this behalf by the President and Secretary of the union.

Although Shri Rambilas Sobhnath was one of the members of the Executive Committee in terms of Clause 15(b)(ix) of the constitution of the federation, being the Secretary of the branch, it has not been proved that he had been authorised by the President and Secretary of the union to enter into arbitration agreement. The management has stated in its written statement that Shri Rambilas Sobhnath had not been elected as executive committee member of the federation as per Rule 11 of the Constitution of M. P. Colliery Workers Federation. This has not been denied by the workman in its rejoinders or at any later stage. However, Shri Rambilas Sobhnath has signed the arbitration agreement representing workmen as Secretary, M. P. Colliery Workers Federation. During the arbitration proceedings it was challenged by the management specifically that Shri Rambilas Sobhnath was not the Secretary of M. P. Colliery Workers Federation. This was not even denied by Shri Rambilas Sobhnath who was representing workman during the arbitration proceedings. It is, therefore, established that Shri Rambilas Sobhnath was not Secretary of M. P. Colliery Workers Federation and, therefore, his representation in that capacity in the arbitration agreement is void.

I decide that reference of the dispute through instant arbitration agreement dated the 4th November, 1969 is bad in law because of the following reasons:—

- (1) M. P. Colliery Workers Federation, Banki Branch was not competent to represent workmen of Banki Colliery in the Arbitration; and
- (2) Shri Rambilas Sobhnath, who has represented himself on behalf of the workmen as Secretary, M. P. Colliery Workers Federation was not the Secretary of M. P. Colliery Workers Federation.

As I have held that reference of this dispute through arbitration agreement is bad in law no award is called for.

(Sd.) V. P. PRATAP,

JABALPUR,

Assistant Labour Commissioner (Central),  
Jabalpur & Arbitrator.

Dated, the 27th April 1970.

[No. 8/103/69-LR.II.]

**S.O. 1937.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri V. P. Pratap, Assistant Labour Commissioner (Central) Jabalpur and Arbitrator, in the industrial dispute between the employers in relation to the management of Banki Colliery of Messrs. National Coal Development Corporation Limited, Post Office Bankinogra, District Bilaspur, Madhya Pradesh and their workmen, which was received by the Central Government on the 4th May, 1970.

(Arbitration Award under Section 10-A of the Industrial Disputes Act, 1947)

[In the matter of an industrial dispute between the management of Banki Colliery (N.C.D.C. Ltd.), P.O. Banki Mongra, Distt. Bilaspur (MP) and their workmen represented by M.P. Colliery Workers Federation, Banki Branch, P.O. Banki Mongra, Distt. Bilaspur (MP)].

PRESENT:

Shri Ved Prakash Pratap, Assistant Labour Commissioner (C), Jabalpur, Arbitrator.

APPEARANCES:

*Representing Employers.*—Shri Brij Nandan Prasad, Group Personnel Officer.

*Representing Workmen.*—Shri Rambilas Sobhnath, Secretary, M.P. Colliery Workers Federation, Banki Branch.

#### AWARD

Under Arbitration Agreement dated the 4th November, 1969 entered into between the above parties under Section 10-A of the Industrial Disputes Act, 1947 and published by Government in the Gazette of India under order No. 8/105/69-LR.II, dated the 6th December, 1969, the following dispute was referred to me for arbitration:—

"Whether the action of the management in demoting Sri Kashi Singh S/o Ram Sarup, Fitter Helper as Cat. I w.e.f. 1st July, 1969 is justified? If not to what relief is he entitled?"

As per the last para of the arbitration agreement I was required to give my award within a period of 3 months from 1st July, 1970 or within such further time as is extended by mutual agreement between the parties in writing. Both the parties extended the period in writing up to 30th April, 1970 for giving the award.

As the period was to reckon w.e.f. 1st January, 1970, notices were issued to the parties on 1st January, 1970 for submitting statements of their cases and rejoinders with copies to opposite parties. The management raised some preliminary objections in their written statements, which are reproduced below:—

- (1) No branch of M.P. Colliery Workers Federation has been functioning validly at Banki in 1968-69 and the above dispute could not, therefore, be taken up by M.P. Colliery Workers Federation, Banki Branch.
- (2) Shri Rambilas Sobhnath has not validly elected as Secretary, M.P.C.W.F., Banki branch and as such he has no right to represent the above case.
- (3) As election for the term 1968-69 for the Office bearers of Banki branch of M.P.C.W.F. had taken place but the same was declared irregular by the General Secretary, M.P.C.W.F. and as such during this period no valid branch of M.P.C.W.F. had functioned at Banki Colliery.

Copy of the election results as communicated to the management and of the letter received from the General Secretary in this behalf are enclosed herewith.

- (4) There is no provision in the Constitution of the M.P.C.W.F. to extend the terms of two years particularly when an election had taken place. Just because fresh election was irregular, the old branch Executive cannot be given an automatic extension by the General Secretary of M.P.C.W.F. Another election should have been conducted. Even otherwise, there is no provision in the Constitution of M.P.C.W.F. for extension by General Secretary of the term beyond two years. At the time of raising the dispute and for the dispute under reference, Shri Rambilas Sobhnath has not been authorised (and could not be authorised) to raise the dispute and to sign agreements on behalf of M.P.C.W.F. as required under Section 10-A, Sub-Section (2) of the I.D. Act.
- (5) Shri Rambilas Sobhnath has not been elected as Executive Committee member of the Federation as per Rule-11 of the Constitution of M.P.C.W.F. and as such cannot be authorised for raising industrial dispute or for signing settlements.
- (6) Even if, it is considered that he is the Secretary of Banki branch of M.P.C.W.F., his function is to help the Officers of the Federation during conciliation and other legal proceedings as indicated in Rule-8(d)(d) of the Constitution of M.P.C.W.F. A branch Secretary has no right to raise an industrial dispute or sign arbitration agreement on behalf of workmen.

On the grounds mentioned above, Shri Rambilas Sobhnath in particular and M.P.C.W.F. Banki in general cannot represent the workman concerned and as such no dispute between the management and the workman exists.

The union in its rejoinder submitted as under :—

आइडन नं० 1 से 6 पर तक का ऊपरी भाग स्टेटमेंट 4-11-69 को श्री मधुर और प्रार्थी के बीच हुए आरिबेशन एग्रीमेंट में विवाद का विषय नहीं है। इस पर कोई विचार नहीं लिया जाय।

The following issue was, therefore, framed in connection with the above :

“Whether the management is estopped from challenging the validity of the arbitration agreement?”

It was agreed that if the above issue is decided in positive it was to be determined whether reference of the dispute through the instant arbitration agreement was valid.

On the basis of the pleadings of the parties, the following issues were also framed :—

- (1) Whether Sri Kashi Singh has occupied quarter No. 26/8 on the instructions of and in the presence of the Labour Welfare Officer, Banki.
- (2) Is quarter No. 26/8 under the management/ownership of the employer?
- (3) Had Sri Rambilas Sobhnath so called Secretary, M.P.C.W. Federation, Banki Branch himself intimated on 5th May 1969 that Sri Kashi Singh and Ram Singh had unauthorisedly occupied quarter No. 26/8?
- (4) Is Sri Kashi Singh a member of M.P.C.W.F.? If so, since when?

Thereafter the parties submitted their respective documents. On receipt of documents arbitration proceedings were fixed on 25th February, 1970 but, as none was present on behalf of the union, proceedings were adjourned for 20th March, 1970. On receipt of joint request for postponement, proceedings were postponed for 3rd April, 1970 and again on unions' request for 20th April, 1970. Proceedings were held on 21st April, 1970, 22nd April, 1970 and 23rd April, 1970 and closed after recording of evidences and arguments.

The most important point to be decided in this case is whether the management is estopped from challenging the validity of the arbitration agreement. In case the management is not estopped from challenging the validity of the arbitration agreement, it is to be decided whether the arbitration agreement is valid or bad in law

My attention was invited to the decision of the Industrial Tribunal, Bombay in the case of East Asiatic Company (India) (P) Ltd. (1960-I-LLJ-383). The Tribunal had decided that even on a joint reference to the adjudication U/S 10(2) of the Industrial Disputes Act, 1947 employer is not estopped from pleading that what is referred to is not an industrial dispute. The only difference between reference of an industrial dispute U/S 10(2) and 10-A of the Industrial Disputes Act, 1947 is that in the former case the dispute is referred for adjudication whereas in the later case for arbitration. In both the cases it is referred on the joint request of the parties. In conformity with this decision I hold that the management is not estopped from challenging the validity of the arbitration agreement.

A perusal of the arbitration agreement shows that the trade union representing the workmen in question is M.P. Colliery Workers Federation, Banki Branch, P.O. Banki Mongra, (District, Bilaspur) M.P. As per rule 8(b) of the Industrial Disputes (Central) Rules, 1957 the arbitration agreement is to be signed 'in the case of a workman, by any officer of a trade union.....'. The phrase 'trade Union' has not been defined in the Industrial Disputes Act, 1947. As per Section 2(h) of the Trade Unions Act, 1928 "trade union" means any combination whether temporary or permanent, formed primarily for the purpose of regulating the relations between workmen and workmen or between employers and employers or for imposing restrictive conditions on the conduct of any trade or business and includes any federation of two or more trade union. Thus a trade union must be a combination for the purpose of regulating the relations etc. It implies that it must have its own rules or constitution providing for and regulating the combination of its purpose. M.P. Colliery Workers Federation, Banki Branch, P.O. Banki Mongra does not have any of its rule or constitution separate from that of M.P. Colliery Workers Federation. Therefore, M.P. Colliery Workers Federation, Banki Branch cannot be said to be a trade union by itself. It is only a branch of its parent body, namely M.P. Colliery Workers Federation.

The management has taken the plea that Shri Rambilas Sobhnath had not been validly elected as Secretary, M.P. Colliery Workers Federation, Banki Branch because the election for the term 1968-69 of the office bearers of Banki Branch of M.P. Colliery Workers Federation had been declared irregular by the General Secretary, M.P. Colliery Workers Federation and that no other election had taken place within this period. According to the management there is no provision in the Constitution of M.P. Colliery Workers Federation to extend the term of two years particularly when an election had taken place. Further, according to the management just because fresh election was irregular, the old branch executive cannot be given automatic extension.

Clause 9(c) of the Constitution of M.P. Colliery Workers Federation providing for office bearers of the branch reads as under :—

"All members of the Executive Committee shall be elected for a term of two years and shall be eligible for re-election."

A trade union is a collective body of the members forming it. It is something abstract and, therefore, it is to be represented by its office bearers in all proceedings concerning it and, therefore, there cannot be any vacuum in the office bearers of a union or its branch. Even Section 28-J of The Indian Trade Union (M.P. Amendment) Act, 1960 provides only the Industrial Court to be the competent authority to decide as to who is the lawful officer of a registered trade union. This provision is invoked by an officer or set of persons who claim to be the legal office bearers of the union in case of a dispute. The word dispute clearly implies that there must be some other set of persons claiming to be the lawful officer of the union and there is no decision of the Industrial Court to the contrary. Further Clause 25 of the Constitution of M.P. Colliery Workers Federation provides the procedure for termination of the membership of the executive committee of the Federation and its branches. It has not been shown that Shri Rambilas Sobhnath had lost membership of the executive committee of this branch in terms of this clause. I am, therefore, of the view that Shri Rambilas Sobhnath continued to be the lawful Secretary of M.P. Colliery Workers Federation, Banki Branch on the date the arbitration agreement was signed. I decide accordingly.

As per the Constitution of M.P. Colliery Workers Federation a Branch has got only limited functions and duties to perform. Clause 8(d) provides as under :—

"Help officers of the Federation during conciliation and other legal proceedings and effectively participate in all such proceedings."



As against this the functions, duties and powers of M.P. Colliery Workers Federation are much wide. The relevant provisions of its constitution are reproduced below :—

Clause 3: *Objects.*

- (c) To negotiate and settle all disputes arising between members and employers on all questions concerning their employment.
- (1) to establish just industrial relations by securing redress of grievances without stoppage of work by means of negotiations and conciliation and failing which by arbitration or adjudication. But where adjudication is not applied and settlement or dispute by arbitration is not available, to facilitate recourse on the part of the workers to other legitimate methods including strike or any suitable form of satyagraha.

Clause 19: *Methods of Redress of Grievances.*

- (a) The Federation shall, as far as possible, seek redress of grievances without stoppage of work and by means of negotiations, conciliation, arbitration and adjudication.
- (b) When all methods specified above have failed the Federation may give a call for strike. But no such call shall be given unless the Executive Committee called specifically for the purpose by a 2/3 majority so decides and
- (c) All strike notices shall be served by the Federation.

A perusal of above provisions would indicate that the branch has no power to enter into legal proceedings. All powers of resolving the disputes through conciliation, arbitration, adjudication or strike rest with the Federation. Therefore, also the M.P. Colliery Workers Federation, Banki Branch has no authority to enter into arbitration agreement.

In terms of explanation of Rule 8 of the Industrial Disputes (Central) Rules, 1957 "officer" means any of the following officers, namely :—

- (a) The President;
- (b) The Vice-President;
- (c) The Secretary (including the General Secretary);
- (d) The Joint Secretary; and
- (e) Any other officer of the trade union authorised in this behalf by the President and Secretary of the Union.

Although Shri Rambilas Sobhnath was one of the members of the Executive Committee in terms of Clause 15(b)(ix) of the constitution of the federation, being the Secretary of the branch, it has not been proved that he had been authorised by the President and Secretary of the union to enter into arbitration agreement. The management has stated in its written statement that Shri Rambilas Sobhnath had not been elected as executive committee member of the federation as per Rule 11 of the Constitution of M.P. Colliery Workers Federation. This has not been denied by the workman in its rejoinders or at any later stage. However, Shri Rambilas Sobhnath has signed the arbitration agreement representing workmen as Secretary, M.P. Colliery Workers Federation. During the arbitration proceedings it was challenged by the management specifically that Shri Rambilas Sobhnath was not the Secretary of M.P. Colliery Workers Federation. This was not even denied by Shri Rambilas Sobhnath who was representing workman during the arbitration proceedings. It is, therefore, established that Shri Rambilas Sobhnath was not Secretary of M.P. Colliery Workers Federation and, therefore, his representation in that capacity in the arbitration agreement is void.

I decide that reference of the dispute through instant arbitration agreement dated the 4th November, 1969 is bad in law because of the following reasons :—

- (1) M.P. Colliery Workers Federation, Banki Branch was not competent to represent workmen of Banki Colliery in the Arbitration; and
- (2) Shri Rambilas Sobhnath, who has represented himself on behalf of the workmen as Secretary, M.P. Colliery Workers Federation of the workmen as Secretary, M.P. Colliery Workers Federation As I have

held that reference of this dispute through arbitration agreement is bad in law no award is called for.

(Sd.) V. P. PRATAP,  
Assistant Labour Commissioner (Central),  
Jabalpur and Arbitrator.

JABALPUR;

JABALPUR;

[No. 8/105/69-LRII.]

*New Delhi, the 19th May 1970*

S.O. 1938.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 3) Dhanbad, in the industrial dispute between the employers in relation to the management of Albion Colliery of Messrs Albion Colliery Company, Post Office Karmatand Via Mahuda, District Dhanbad and their workmen, which was received by the Central Government on the 12th May, 1970.

# CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD

REFERENCE No. 16 of 1969.

## PRESENT:

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

## PARTIES:

Employers in relation to the Albion Colliery

Vs.

Their workmen.

## APPEARANCES:

For employers:—S/Sri S. S. Mukerjee & B. Joshi, Advocates.

For workmen:—S/Sri S. S. Kapoor & J. D. Lall, Advocates

INDUSTRY: Coal.

STATE: Bihar.

*Dhanbad, dated the 29th of April, 1970.*

## AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Albion Colliery of Messrs Albion Colliery Company, Post Office Karmatand Via Mahuda, District Dhanbad and their workmen, by its order No. 2/246/68-LRII, dated the 26th of February, 1969, referred to this Tribunal under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The Schedule is extracted below:—

## SCHEDULE

“Whether the management of Albion Colliery of Messrs Albion Colliery Company, Post Office Karmatand via Mahuda, District Dhanbad, was justified in denying work to the following workmen with effect from the 1st December, 1967? If not, to what relief are these workmen entitled?”

S. No.	Name of the workmen.	Designation
1.	Shri Data Ram Chandel.	Miner.
2.	Shrimati Jhai Bai.	Kamin.
3.	Shri Ishwar Lall.	Miner.
4.	Shrimati Shanti Bai.	Kamin.
5.	Shri Nandlal.	Miner.
6.	Shrimati Sadmatl.	Kamin.

1. y 2.

3.

7. Shri Gahesh.	Miner.
8. Shri Somenath.	Miner.
9. Shrimati Tulsi Bai.	Kamin.
10. Shri Babulal.	Miner.
11. Shrimati Ram Bai.	Kamin.
12. Shri Jageshwar.	Miner.
13. Shrimati Punia Bai.	Kamin.

2. A written statement was filed on behalf of the workmen on 14th May, 1969. Their case is that the 13 concerned workmen are permanent employees who worked in the Albion Colliery continuously from the year 1961. These 13 concerned workmen proceeded on leave for about 15 days sometime in the middle of November, 1967 to go to their respective homes, and when they returned from leave and went to the colliery to join the duty on 1st December, 1967 they were not allowed to join their duty by the Management on the pretext that the work which these workmen were doing had been suspended and so they should seek employment somewhere else.

3. According to the workmen this stoppage and denial of work is unjustified, illegal and malafide and smacks of victimization for only fault that the concerned workmen agitated through the Red Flag Union to have their legitimate demand fulfilled.

4. According to the concerned workmen, the management of this colliery were practising unfair labour practices and not paying proper wages and other legitimate dues to the employees. Most of the workers working in this colliery were not even made permanent and were not made the subscriber to Coal Mines Provident Fund and there was no security of employment even for those who had been working in this colliery for years. Therefore, a large number of workers including the 13 concerned workmen and one Sri Chulu Das, Miner's Sardar approached Shri A. K. Roy, Communist M.L.A. and requested him to help the workers of the colliery in getting their legitimate grievances and other demands redressed, and Shri A. K. Roy, agreed to hold a meeting at Albion Colliery on 21st November, 1967 and in that meeting a resolution was passed demanding the implementation of Coal Wage Board Recommendation and to redress other legitimate and lawful demands of the workers.

5. The workmen mentioned in the order reference belong to the gang of Shri Chulu Das, who is their Sirdar and who had taken a leading role in the organisation of the said meeting addressed by Shri A. K. Roy, M.L.A. Therefore, according to the concerned workmen they were victimised by the management for their trade union activities, and therefore, they have prayed for reinstatement of the concerned workmen with full back wages and continuity of service.

6. The employers filed their written statement on 24th March, 1969 and rejoinder on 15th September, 1969. Their case is that except Sri Nandlal and Shrimati Shadmati, none of the persons mentioned in the order of reference were their employees. Shri Nandlal workman mentioned in serial No. 5 was appointed on 23rd March, 1967 and left the service on 18th September, 1967. Similarly Shrimati Sadmati, workman mentioned in serial No. 6 was appointed on 23rd March, 1967 and left the service on 31st July, 1967 and that the employment of the above two persons was purely on a casual and temporary basis for earth and stone cutting in No. 5 quarry, and that other remaining 11 workmen mentioned in the order of reference have never been in the employment of the management and therefore, the question of denial of work does not arise.

7. According to the management and concerned 13 workmen were never permanent employees and that the story of the thirteen workmen going on leave for 15 days is a cock and bull story.

8. The quarry mines of the employers were closed on 27th November, 1967 because of dangerous mining conditions and all the workmen engaged in quarry works during that period were given alternative jobs. Some of the quarry workmen refused to accept the alternative jobs and left their employment and the Union took advantage of this situation and brought several false cases against the employer. The management denied that there has been mass victimisation

of the workmen for their participation in the Communist Union activities, and that the management was not aware of any meeting organised by Shri A. K. Roy, M.L.A.

9. Five witnesses, viz., WW-1 to WW-5 were examined on behalf of the workmen. They also filed 10 items of documents and they were marked as Ext. W-1 to W-10. On behalf of the management four witnesses, viz., MW-1 to MW-4 were examined and six items of documents were filed and they were marked as Ext. M-1 to M-6.

10. WW-1 Sri Chulu Das has stated in his evidence that the management was not paying proper wages to the miners and that the management was not giving leave wages, train fare to workers and that they were also not paying bonus and the wages for paid festivals and paid holidays. Therefore he alongwith others, approached Shri A. K. Roy for ventilating their grievances and Sri Roy agreed to hold a meeting on the 21st November, 1967 and accordingly the meeting was held on that date. WW-4 is Sri J. D. Lal, who is a member of the District Committee of the Union also stated in his evidence that a meeting was held on 21st November 1967 at 3 P.M. and in that meeting a resolution was passed (vide Ext. W-9) and a letter was addressed by Shri A. K. Roy, to the management of the Albion Colliery (vide Ext. W-8). WW-5 is Sri Sita Mahato, who is Mukhiya of Dugdha Gram Panchayat. He has stated in his evidence that a meeting was held at the Albion Colliery and that he was the President of that meeting and in that meeting a resolution was passed (vide Ext. W-9). He further stated that the resolution (Ext. W-9) bears his signature. The evidence discussed above goes to show that a meeting was held on 21st November, 1967 which was addressed by Sri A. K. Roy. This fact is not seriously challenged by the management.

11. The main point for consideration in this reference is whether management was justified in denying work to the concerned 13 workmen with effect from the 1st of December, 1967?

12. According to the concerned workmen they were the permanent employees working in this colliery since the year 1961. This stand of the workmen is challenged by the management. According to the management except Sri Nandlal workman mentioned in serial No. 5 and Shrimati Sadmati workman mentioned in serial No. 6, none of the remaining workmen mentioned in the order of reference were the employees of the management. According to the management workmen mentioned in serial Nos. 1 to 4 and 7 to 13 were never under the employment of the management. In order to support their stand the management have filed the form B register for the year 1967 (Ext. M-1 series). In these registers we do not find the names of the workmen mentioned in serial Nos. 1 to 4 and 7 to 13. Similarly the management have also filed the attendance registers (form D) for the year 1967 (Ext. M-2 series) and in those registers also we do not find the names of the workmen mentioned in serial Nos. 1 to 4 and 7 to 13. They have also filed the wage-sheef (Ext. M-5) for the year 1967 in order to show that the workmen mentioned in serial Nos. 1 to 4 and 7 to 13 were never paid wages. They have also filed the Provident Fund registers for the year 1967 (Ext. M-6 series). In these registers the names of workmen mentioned in serial Nos. 1 to 4 and 7 to 13 are not found because they were not the workmen of the management. In these registers also I do not find the names of the workmen mentioned in serial Nos. 5 Nandlal and 6 Shrimati Sadmati as according to the management their job was of a temporary and casual nature. No material has been placed before me to hold that these registers are not kept in regular course of business or they are suprious documents, manufactured for the purpose of this reference. The aforesaid registers show the absence of the names of the workers mentioned in serial Nos. 1 to 4 and 7 to 13. The Form B register, serial No. 392 shows that the workman Sri Nandlal was appointed on 23rd March, 1967 and his service was terminated on 13th September, 1967. Serial No. 373 of the form B register further shows that Shrimati Sadmati was appointed on 23rd March, 1967 and her service was terminated on 31st July, 1967.

13. In support of their having worked in this colliery the workmen have produced form D registers (Ext. W-1 to W-7). These Exts. are the sheet anchor of the workmen's case on the point that they were the employees under the management. Ext. W-7 is the form D register (attendance register) for the period 28th June, 1967 to 18th September, 1967 and Ext. W-6 is the form D register (attendance register) for the period 20th September, 1967 to 27th November, 1967. Even these registers will not show the names of the workmen mentioned in serial Nos. 7, 10, 11, 12 and 13. These registers however, show that the other workmen were just only casual workers. Moreover, these registers Ext.

W-6 and W-7 do not inspire confidence. In these registers I find that the names of the concerned workmen sometimes appear at the close of the page and they are in different ink. It appears that their names have been added in different ink. Moreover, I find that the names of the concerned workmen are over-written after the original names were erased. It goes to show that the names of the concerned workmen are falsely and wrongly incorporated in these attendance registers and therefore, I place no reliance on these registers Ext. W-1 to W-7.

14. According to the management the quarry mines of the employers were closed from 27th November, 1967, because of the dangerous condition and all the workmen engaged in the quarry during that period were given alternative jobs and that some of the workmen refused to accept the alternative jobs and left their employment. Ext. W-4 is the manager's diary which shows that the work of the quarry was closed with effect from 27th November, 1967. Ext. M-3 is the notice issued by the manager of the quarry to the effect that the employment of the persons in A seam quarry is not safe and is dangerous for human safety and that no persons shall be allowed to work in A seam quarry till it is made safe. Therefore, the quarry male workers were asked to work at D seam incline and the female quarry workers were asked to report for work at coal depot of the colliery. Therefore, Ext. M-3 and M-4 show that the quarry was closed with effect from 27th November, 1967. There is no documentary evidence to the effect that these 13 concerned workmen went on leave for 15 days in the middle of November, and came to the colliery when they were denied work.

15. The evidence discussed above goes to show that the workmen mentioned in serial Nos. 1 to 4 and 7 to 13 were not under the employment of the management. It is significant to note that Sri J. D. Lal, WW-4, who is an official of the Union does not even state on oath that these concerned workmen were under the employment of the management. WW-5 Sri Sita Mahato, Mukhiya of the Dugadha Panchayat also does not state on oath that these concerned workmen were under the employment of the management. From the evidence it however, transpired that the workmen mentioned in serial No. 5 Nandlal was a casual workman and he was appointed on 23rd March, 1967 and his service was terminated on 30th September, 1967. Similarly Shrimati Sadmati, workman mentioned in serial No. 6 was appointed on 23rd March, 1967 and her service was terminated on 31st July, 1967. There is no evidence that these 13 concerned workmen went on leave for 15 days from 15th October, 1967. Under the circumstances the question of denial of work to these 13 concerned workmen with effect from the 1st of December, 1967 does not arise and I decide the issue in favour of the management, and I accordingly hold that the workmen are not entitled to any relief.

16. This is my award. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,  
Presiding Officer.  
[No. F.2/246/68-LR.II.]

*New Delhi, the 20th May 1970*

**S.O. 1939.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 3) Dhanbad, in the industrial dispute between the employers in relation to the management of Balihari Colliery of Messrs. Balihari Colliery Company (Private) Limited, Post Office Kusunda, District Dhanbad and their workmen, which was received by the Central Government on the 7th May, 1970.

# THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD

REFERENCE NO. 54 OF 1969

## PRESENT:

Shri Sachindanand Sinha, M.A.M.L., Presiding Officer.

## PARTIES:

Employers in relation to the management of Balihari Colliery.

*Vs.*

*Their workmen.*

## APPEARANCES:

*For employers.*—Shri S. S. Mukherjee, Executive Committee member, I.C.C. Association and Sri B. Joshi, Advocate.

*For workmen.*—Sri S. V. Acharior, Genl. Secretary.

INDUSTRY: Coal.

Dhanbad, dated the 27th of April, 1970

STATE: Bihar.

## AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Balihari Colliery of Messrs. Balihari Colliery Company (Private) Limited, Post Office Kusunda, District Dhanbad and their workmen by, its order No. 2/118/69-LRII dated the 11th of August, 1969 referred to this Tribunal under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The Schedule is extracted below:—

## SCHEDULE

“Whether the action of the management of Balihari Colliery of Messrs. Balihari Colliery Company (Private) Limited, Post Office Kusunda, District Dhanbad in refusing employment to the following 17 workmen from the dates shown against their names is justified? If not to what relief are the workmen concerned entitled?”

Sl. No.	Name	Date of stoppage of work
1	Shri Karu Bhuiya.	15-6-1968
2	„ Darogi Bhuiya.	-do-
3	„ Foudi Bhuiya.	-do-
4	„ Hublal Mahato.	-do-
5	„ Mahabir Bhuiya.	1-6-1968
6	„ Bengali Bhuiya.	-do-
7	„ Ramrup Bhuiya.	-do-
8	„ Bhola Bhuiya.	8-6-1968
9	„ Ramswar Bhuiya.	22-6-1968
10	„ Mani Bhuiya.	29-6-1968
11	„ Bideshi Bhuiya.	-do-
12	„ Ruplal Bhuiya.	27-4-1968
13	„ Kireun Bhuiya.	18-5-1968
14	„ Chandu Rajwar.	-do-
15	„ Ramsarup Paswan	25-5-1968
16	„ Mudgeswar Ram	20-7-1968
17	„ Baldeo Bhuiya.	13-7-1968

2. General Secretary, Hindustan Khan Mazdoor Sangh filed written statement on behalf of the workmen on 20th December, 1969 and the employers filed their written statement on 21st February, 1970. But it is unnecessary to state the respective cases of the parties because the dispute has been amicably settled. Both the parties have filed a joint petition of compromise. According to the terms of compromise out of the 17 workmen mentioned in the schedule of reference Sarvashri Karu Bhuiya (Sl. No. 1), Darogi Bhuiya (Sl. No. 2), Foudi Bhuiya (Sl. No. 3), Bengali Bhuiya (Sl. No. 6), Bhola Bhuiya (Sl. No. 8), Mani Bhuiya (Sl. No. 10), Bideshi Bhuiya (Sl. No. 11), Kishun Bhuiya (Sl. No. 13), and Baldeo Bhuiya (Sl. No. 17), nine (9) workmen who were retrenched will be taken in employment and that the above mentioned nine persons to report for their employment within 15 (fifteen) days from the date of this settlement. Any workman reporting after the 15 days will not be considered for employment. They further agreed that the nine workmen, whose names have been mentioned above will have continuity of service from 11th October, 1967 and the period from their stoppage of work as per schedule of reference till their respective dates of joining will be treated as if they were on leave without wages. They will have no claim whatsoever for wages or any compensation for the period of their idleness or otherwise till the dates when they actually join duty. The rest of the eight workmen out of 17 workmen mentioned in the schedule of reference were temporary/casual workmen and they will have no claim for re-employment or any wages or compensation. Both the parties further agreed that the above terms of settlement finally resolved the dispute of reference

and there remains no dispute before this Tribunal which needs any further adjudication.

3. The terms of compromise are fair and reasonable and are accepted. Accordingly I pass an award in terms of the joint petition of compromise a copy of which is annexed with the award. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,  
Presiding Officer,

ANNEXURE 'A'

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 3 AT DHANBAD

REFERENCE NO. 54 OF 1969

Employers in relation to Balihari Colliery of Messrs Balihari Colliery Co.  
Private Ltd.

AND

Their Workmen

That without prejudice to the contention of the parties contained in their respective written statements, the present dispute has been amicably settled between the parties on the following terms:—

1. That out of the 17 (seventeen) workmen mentioned in the schedule of reference Sarvashree Karu Bhuia (Sl. No. 1), Darogi Bhuia (Sl. No. 2), Foudi Bhuia (Sl. No. 3), Bengali Bhuia (Sl. No. 6), Bhola Bhuia (Sl. No. 8), Mani Bhuia (Sl. No. 10), Bideshi Bhuia (Sl. No. 11), Kishun Bhuia (Sl. No. 13) and Baldeo Bhuia (Sl. No. 17), nine (9) workmen who were retrenched will be taken in employment.

2. That the abovementioned nine persons to report for their employment within 15 (fifteen) days from the date of this settlement. Any workman reporting after the 15 days will not be considered for employment.

3. That the nine workmen, who will be employed as mentioned in paragraph 1 above, will have continuity of service from 11th October 1967 and the period from their stoppage of work as per schedule of reference till their respective dates of joining will be treated as if they were on leave without any wages. They will have no claim whatsoever for wages or any compensation for the period of their idleness or otherwise till the dates when they actually join duty.

4. That the rest of the eight (8) workmen out of 17 workmen mentioned in the Schedule of Reference were temporary/casual workmen and they will have no claim for re-employment or any wages or compensation.

5. That the above terms of settlement finally resolves the dispute of Reference and there remains no dispute before this Hon'ble Tribunal which needs any further adjudication.

It is, therefore, humbly prayed that the settlement may kindly be accepted and an Award be passed in terms of the above settlement.

This day, the 27th April 1970.

For Workmen:

S. V. ACHARIOR,

General Secretary,

Hindustan Khan Mazdoor Sangh.

For Employers:

S. S. MUKHERJEE,

Executive Committee Member  
Indian Colliery Owners'  
Association.

[No. 2/118/69-LR.II.]

*New Delhi, the 25th May 1970*

**S.O. 1940.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri K. Sharan, Regional Labour Commissioner (Central), and Arbitrator Asansol, in the industrial dispute between the employer in relation to the management of North Brook Colliery of Shri Bimal Kanti Roy, Post Office Jaykaynagar, District Burdwan and their workmen, which was received by the Central Government on the 5th May, 1970.

**BEFORE SHRI K. SHARAN, REGIONAL LABOUR COMMISSIONER (CENTRAL),  
ASANSOL**

**AND  
ARBITRATOR**

**PRESENT:**

Shri K. Sharan, Regional Labour Commissioner (C), Asansol.

**PARTIES:**

Employers in relation to North Brook Colliery of Shri Bimal Kanti Roy, P.O. Jaykaynagar, Distt. Burdwan.

*Vrs.*

Their workmen represented by the North Brook Colliery Mazdoor Union (Independent), P.O. Jaykaynagar, Dist. Burdwan.

**APPEARANCES:**

*For employers:*

- (1) Shri L. S. Ghate, Agent, North Brook Colliery, P.O. Jaykaynagar, Distt. Burdwan.
- (2) Shri S. D. Pandey, Dy. Chief Personnel Officer.

*For workmen:*

- (1) Shri Munner Jaiswara, Vice President, North Brook Colliery Mazdoor Union.
- (2) Shri Ramapada Banerjee, General Secretary, North Brook Colliery Mazdoor Union, P.O. Jaykaynagar, Dist. Burdwan.

**INDUSTRY:** Coal Mine.

**STATE:** West Bengal.

No. E. 1/1 (8)/69.

*Asansol, the 28th April, 1970.*

**AWARD**

The Central Government having received on the 24th November, 1969 the arbitration agreement dated 15-11-1969 between the management of North Brook Colliery of Shri Bimal Kanti Roy, P.O. Jaykaynagar, Dist. Burdwan (hereinafter referred to as the management) and their workmen represented by the North Brook Colliery Mazdoor Union (Independent), P.O. Jaykaynagar, Dist. Burdwan (hereinafter referred to as the union) in pursuance of sub-section (1) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referring the industrial dispute between them, the specific matters in dispute being as detailed below, to my arbitration, and the Central Government being of the opinion that the industrial dispute referred to above existed between the management and the union, ordered publication of the said arbitration agreement in the Gazette of India, Part II, Section 3, sub-section (ii) under its order No. 8/108/69-LRII dated 6-12-1969:—

“Keeping in view the recommendations of the Central Wage Board for the Coal Mining Industry as accepted by the Government under its Resolution No. WB-15(5)/66 dated 21-7-1967 what should be the basis for determining the basic wage of piece-rated workmen for the purpose of entitlement to class of travel for going home on leave and from which date?”

2. The General Secretary, North Brook Colliery Mazdoor Union (Independent), was requested under my letter No. E.1/1(8)/69 dated 19-11-1969 to submit written statement endorsing a copy thereof to the management and simultaneously the management was requested to submit rejoinder to the written statement of the union, if any, within ten days from the date of receipt of the written statement from the union. The Agent, North Brook Colliery was also requested to submit



written statement of the management under my letter No. E.1(8)/69 dated 10-11-1969 endorsing a copy thereof to the union and simultaneously the union was requested to submit rejoinder to the written statement of the management within ten days from the date of receipt of the written statement from the management. No written statement was received from either party and I had issued notice to the parties under my letter No. E. 1/1(8)/69 dated 17-1-1970 calling upon them to attend hearing at my office on 5-2-1970. In the meantime, however, I received the written statement of the union dated 20-1-1970 on the same date. On the date of hearing on 5-2-1970 while the representatives of the management were present none was present on behalf of the union. During the course of preliminary hearing the representatives of the management stated that they had received the written statement of the union referred to above and the management had also submitted their written statement dated 22-1-1970. The representatives of the management also produced the receipt obtained from the union in token of having received the written statement of the management. As none was present on 5-2-1970 on behalf of the union, I considered it reasonable to give one more opportunity to the union for being heard and as such with the consent of the representatives of the management the hearing was adjourned to be held in my office on 12-2-1970. On 12-2-1970 neither the representatives of the management nor the union were present and as such the hearing was adjourned to be held in my office on 10-3-1970. In the meantime both the parties entered into an agreement dated 13-2-1970 wherein it was agreed by the parties that I could give my award in the instant industrial dispute latest by 30-4-1970. As I was on leave, the hearing fixed for 10-3-1970 and finally the hearing was fixed to be held on 16-3-1970 in my office on 16-3-70. On 20-3-1970 Shri L. S. Ghate, Agent and Shri S. D. Pandey, Dy. Chief Personnel Officer were present on behalf of the management and Shri Munner Jaiswara, Vice President and Shri Ramapada Banerjee, General Secretary were present on behalf of the workmen. The representatives of the workmen filed ten bonus cards which with the consent of the representatives of the management were marked Exts. W.A.1 to W.A. 10. On behalf of the management only one witness namely Shri L. S. Ghate (MW. 1) was produced. He was examined and cross-examined. The management did not produce any documentary evidence. No oral evidence was also produced on behalf of the workmen. I heard the arguments of both the parties.

3. The case of the workmen in brief, as made out in their written statement is that the Wage Board for the Coal Mining Industry (hereinafter referred to as the Coal Wage Board) has not precisely indicated in their recommendations as to how the basic wages of a piece-rated workmen are to be determined for the purpose of entitlement to the class of travel for going home while on leave that for easy determination of the basic wages the relevant provisions of the Mines Act, 1952 as contained in Section 53 of the Act are to be relied upon; that accordingly the basic wage is to be calculated on the workman's daily average full time earning just prior to leave i.e. average earnings of one month prior to leave; that, therefore, the employer be directed to pay second class fare to workmen for going home with retrospective effect from 15-8-1967.

4. The case of the management in brief, is that in accordance with the Award of the All India Industrial Tribunal (Colliery Disputes) (hereinafter referred to as the Coal Award read with Labour Appellate Tribunal Decisions 'the railway fare along with other facilities were intended to be fixed not for individuals but for "Categories of workmen"; that even in accordance with the recommendations of the Coal Wage Board the class of travel for the "workmen" has been fixed according to their basic wage; that the Coal Wage Board has placed the piece-rated workmen in different groups and has also recommended basic wage for each such group; that notwithstanding this a piece-rated workman may earn more than the basic wage fixed for the group to which he belongs and sometimes he may also earn lesser amount of basic wage than one fixed for that group that the basic earnings of a particular piece-rated workman varies from the basic earnings of other piece-rated workmen of the same group and even the basic earnings of a particular piece-rated workman may fluctuate from month to month, year to year; that in the circumstances, if the class of travels of a piece-rated workman is allowed to fluctuate in the basis of his earnings it would lead to absurd result; that in accordance with the relevant recommendations of the Coal Wage Board workmen are entitled to different class of travel depending on their basic wage per month which obvious meant normal basic wage recommended by the Coal Wage Board, in accordance with the recommendations of the Coal Wage Board the class of travel is to be determined on the basis of normal basic wage of a particular group of workmen and 'there is no scope for finding out basic wages of any particular group of

workmen for the purpose of determination of the class of travel'; that any departure from this interpretation may adversely affect the time-rated and monthly rated workmen; that in the circumstances, the entitlement to class of travel in respect of piece-rated workmen for going home while on leave should be determined on the basis of normal basic wage of the group to which the piece-rated workmen concerned belong and that this has been the general practice followed in the coal industry including the colliery under dispute.

5. The learned representatives of the workmen stressed during the course of argument that the Coal Wage Board was silent regarding the basis on which the basic wage of piece-rated workmen should be determined for the purpose of entitlement to class of travel for going home and as such according to him the basic wage of piece-rated workmen for the said purpose should be determined on the basis of principles laid down in Section 53 of the Mines Act, 1952 because according to him a workman is entitled to railway fare for going home only when he proceeds on leave which he had earned under the Mines Act. He urged that the leave wages calculated in accordance with Section 53 of the Mines Act should be treated as basic wage of a piece-rated workman for entitlement to class of travel. When it was pointed out to him that the leave wages excluded only overtime wages and bonus but included any dearness allowance and compensation in cash including such concession, if any, accruing through the free supply of food grains and other articles as persons employed in the mines, may for the time being, be entitled to be modified his earlier stand and stated that the basic portion of the leave wages should be treated as basic wage of piece-rated workman for that purpose. His contention was refuted by the representatives of the management on the ground that the recommendations of the Coal Wage Board were very precise in this regard in as much as it had precisely determined and indicated the basic wage in respect of each group of piece-rated workmen and secondly, if the basic wage of piece-rated workman was determined on the basis of the average earnings as indicated in Section 53 of the Mines Act, 1952 it would lead to anomalous position piece-rated workmen of the same group would be entitled to different class of travel and the same piece-rated workmen might be entitled to different class of travel in different years because the average earnings would vary from worker to worker and from period to period. It was pointed out by the representative of the management that this anomalous position would lead to bickerings and heart burnings and ultimately result in labour unrest. The representative of the management invited attention to para 34 of Chapter XIII (Vol. I) of the Coal Wage Board recommendations wherein it was precisely laid down that the class of travel was to be determined on the basis of the basic wage of workmen and not on the basis of their average basic earnings.

6. I have very carefully examined the matter. The relevant recommendations of the Coal Wage Board with regard to entitlement to class of travel are contained in paras 34 and 35 of Chapter XIII, Vol. I of the recommendations, the extract of which reproduced below:—

"34. There is other matter which we have to deal with. The classes by which the workmen are entitled to travel home while on leave is determined on their present basic pay which as laid down in the Model Standing Orders for the Coal Mining Industry is as follows:—

- |  |           |
|--|-----------|
| (i) If this basic wage is Rs. 70/- P.M. or less.                               | III Class |
| (ii) If his basic wage is more than Rs. 70/- P.M. but less than Rs. 150/- P.M. | II Class  |
| (iii) If this basic wage is Rs. 150/- P.M. or more.                            | I Class   |

As has been stated in earlier chapter of this Report we are consolidating the wages of the workmen at index No. 166 which has increased basic wages of the workmen substantially. Therefore, as necessary consequence, we will have to make suitable adjustments in these salary slabs. We have carefully considered this matter and recommended as follows:—

- |   |          |
|---|----------|
| (i) If the workmen's basic wage is Rs. 165/- or less per month.             |          |
| (ii) If the workmen's basic wage is above Rs. 165/- and upto Rs. 265/- P.M. | II Class |
| (iii) If the workmen's basic wage is above Rs. 265/- per month.             | I Class  |

35. Subject to the modifications recommended above the other conditions governing the grant of railway fare shall continue."

The perusal of the same indicates that for the purposes of entitlement to class of travel, the workmen employed in coal industry have been divided in three categories. The basis of this division is not monthly basic earnings of a workman, on the contrary it is workmen's basic wage per month. Under Section 53 of the Mines Act, 1952 wages during the leave period is calculated on the basis of daily average of total full time earnings of a workman for the days on which he was employed during the month immediately preceding his leave. This method of calculation of leave wages is followed because the same has been precisely indicated to Hot effect in Sec. 53 of the Mines Act. Under the Coal Mines Bonus Scheme, 1948, it has been precisely mentioned in para 7(2) of the Scheme that the amount of bonus payable to an employee in respect of quarters subsequent to quarters ending on the 30th September, 1967 shall be 10 per cent of the basic earnings of the employee, for work done in that quarter in the coal mine wherein he qualifies for bonus. In para 2(b) of the Scheme the 'basic earnings' has been precisely defined. Thus for the purposes of Coal Mines Bonus Scheme basic earnings are to be determined in the manner indicated in the Scheme. The Coal Wage Board has not recommended that for the purpose of determination of class of travel of a piece-rated workman, their basic wage per month is to be determined on the basis of his average basic earnings, on the contrary it has precisely indicated that the class of travel shall be determined on the basis of basic wage per month of the workmen concerned. Now the question is as to how the basic wage of piece-rated workmen should be determined. Various categories of piece-rated workmen have been classified into five groups under para 35 of Chapter VIII, Vol. I. The basic wage in respect of each of the five groups has been very clearly mentioned in para 36, Section C, Chapter XIII, Vol. I of its recommendations which is reproduced below:—

"36. For these five groups, we are recommending the following wage structure with its full-back wage (minimum guaranteed wage) for each group, as shown below at the cost of living index No. 166:—

	Basic wage	Full back wage
Group I	5.25	5.00
Group II	5.40	5.00
Group III	5.90	5.25
Group IV	6.00	6.00
Group V	6.75	6.00

In para 48 of Section C. Chapter VIII it has been mentioned that "we have placed the piece-rated trammers in group IV for whom we have recommended the basic wage of Rs. 6.00 per day." Thus the Coal Wage Board recommendations in this regard are very clear and precise. The basic wage of a piece-rated workman placed in Group I, Group II, Group III, Group IV and Group V is Rs. 5.25. Rs. 5.90, Rs. 6.00 and Rs. 6.75 respectively.

7. The representative of the workmen produced bonus cards of certain underground trammers i.e., Exts. W.A. 1 to W.A. 10. These exhibits indicate that the weekly basic wage earned by some of the underground trammers exceeded Rs. 36.00 which is the weekly basic wages of the group of which they belong. For reasons stated earlier it is not relevant because the piece-rated workmen may earn more and at the same time may also earn lesser than their group wage. Earnings may vary from week to week and from worker to worker. Even these exhibits indicate that the basic earnings vary from week to week and from worker to worker. Due to fluctuations in the actual basic earnings of piece-rated workmen actual basic earnings cannot from the basis of determination of their class of travel for going home on leave, specially in view of the absence of any recommendation to this effect made by the Coal Wage Board. It may be argued that the actual basic wage earned by a piece-rated workman on the day immediately preceding the day on which he proceeds on leave may form the basis for determination of class of travel. I am not inclined to accept this because it may lead to anomalous position. A piece-rated workman who may be a below average worker all along may try and even succeed in inflating his basic earnings on the day immediately preceding the day on which he proceeds on leave with a view to making himself entitled to higher class of travel, whereas, a very efficient worker may have a very poor earning on that fateful day because of the circumstances beyond his control. Moreover, it will be ridiculous to suggest that the status of a workman for the purposes of leave travel concession or otherwise should be determined on the basis of his performance on one single day.

8. The management produced one witness namely Shri L.S. Ghate, Agent of the colliery. He stated that he enquired from a number of collieries and came to know that there had been the general practice in the coal industry that the class of travel for the purpose of payment of train fare was determined on the basis of basic wage of the 'category' (group) to which the piece-rated workmen belonged. Although the union has not produced any evidence to the contrary, full reliance can-

not be placed on the evidence of Shri Ghate because admittedly his statement was based on casual enquiry made by him from the representatives of a very few employers in the coal industry. It is, however, not very material because the recommendations of the Coal Wage Board as contained in para 34 of Chapter XIII read with para 36, Section C, Chapter VIII are very precise and leaves no scope for controversy.

9. Para 36 of Section C, Chapter VIII, Vol. I of the Coal Wage Board recommendations precisely indicates the basic wage of piece-rated workmen of different groups. Thus the basic wage of a piece-rated workman for the group to which he belongs, as indicated in para 36 of Chapter VIII multiplied by 26 will give his basic wage per month and the class by which he is entitled to travel home will be determined in accordance with the relevant recommendations of the Coal Wage Board as contained in para 34, Chapter XIII, Vol. I of the Coal Wage Board recommendations. For example, pick-miners, leaders and piece-rated trammers are in group IV and their basic wage is Rs. 6.00 for one day's work. Their basic wage per month work out to Rs.  $6.00 \times 26$  i.e., 156.00. Thus they are entitled to travel in third class. Similarly, the basic wage of a main driver, C.P. Miner, Dyke Cutter who are in group V is Rs. 6.75 per day and their basic wages per month work out to Rs. 175/50 and as such they are entitled to travel in second Class.

10. It has been admitted by both the parties that the relevant recommendations of the Coal Wage Board was accepted by the Central Government under its Resolution No. WB-16(5)/66 dated 21-7-1967 with effect from 15-8-1967.

11. I, therefore, hold that the basic wage of a piece-rated workman for the group to which he belongs as mentioned in para 36 of Section C, Chapter VIII, Vol. I of the Coal Wage Board recommendations multiplied by twenty-six shall give his basic wage per month for the purpose of entitlement to the class by which a piece-rated workman shall travel home while on leave with retrospective effect from the 15th August, 1967. The Arbitration award is made accordingly and submitted to the Central Government under Section 10A(4) of the Industrial Disputes Act, 1947.

(Sd.) K. SHARAN,

28/4/70

Regional Labour Commissioner (C)  
Asansol and Arbitrator.

[No. 8/108/69-LR.II.]

#### ORDERS

*New Delhi, the 18th May 1970*

**S.O. 1941.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bhanora Colliery of Messrs equitable Coal Company, Limited Post Office Charanpur, Dist. Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

#### SCHEDULE

"Keeping in view the duties performed by Shri Prem Nath Vohra, Tube Checker, at Bhanora Colliery of Messrs Equitable Coal Company Limited, Post Office Charanpur, District Burdwan, whether the management of the said Colliery has properly designated him and placed him in proper grade in terms of the recommendations of the Central Wage Board for Coal Industry? If not, to what relief is the workmen entitled and from what date?"

[No. 6/14/70-LR.II.]

**S.O. 1942.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Hindustan Lalpeth Colliery, Post Office Chandrapur, District Chandrapur and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

#### SCHEDULE

1. "Whether Shri Zolba Madho an employee of the Hindustan Lalpeth Colliery, Post Office Chandrapur was working as Head Chowkidar in the colliery since 1956? If so, to what relief is he entitled and from what date?
2. Whether the management of Hindustan Lalpeth Colliery Post Office, Chandrapur was justified in dismissing the said Shri Zolba Madho, with effect from the 18th November, 1969? If not, to what relief is he entitled?"

[No. 3/3/70-LR.II.]

*New Delhi, the 19th May 1970*

S.O. 1942.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bankola Colliery, Post Office Ukhra, District Burdwan, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

#### SCHEDULE

"Whether the management of Bankola Colliery, Post Office Ukhra, District Burdwan is justified in placing the following workmen in Category III as laid down in report of the Central Wage Board for Coal Mining Industry as accepted by the Government from the dates shown against each? If not, to what relief are they entitled?"

Sl. No.	Name	Date
1.	Shri Kedar Paswan	3-4-1969
2.	Shri Faggu Mondal	3-4-1968
3.	Shri Raj Kumar Gope	3-4-1968

[No. 6/17/70-LR.II.]

*New Delhi, the 20th May 1970*

S.O. 1944.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Singareni Collieries Company, Limited, Post Office Kothagudem Collieries (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Mohammad Najmuddin as Presiding Officer with headquarters at Afzal Lodge Tilak Road, Ramkote, Hyderabad—1, and refers the said dispute for adjudication to the said Industrial Tribunal.

#### SCHEDULE

"Having regard to the job description of coal cutters given in Mazumdar Award whether the management of Singareni Collieries Company Limited, Belampalli were justified in suspending coal cutters without

paying a wages on different periods during February, 1968 to January, 1969 on the ground that the said coal cutters refused to quench the coal face? If not, to what relief are the workmen entitled?"

[No. 7/36/68-LR.II.]

P. C. MISRA, Under Secy-

(Department of Labour and Employment)

New Delhi, the 18th May 1970

**S.O. 1945.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Oriental State Hotel (Bar attached), Opposite to Railway Station, Trichur, Kerala have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 31st May, 1970.

[No. 8/40/70/PF.II.]

अन, रोजगार और पुरस्सिस मंत्रालय

(अन और रोजगार विभाग)

नई दिल्ली, 18 मई, 1970

**का० प्रा० 1945.**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ओरियन्टल स्टेट होटल (बार संलग्न), रेलवे स्टेशन के सामने, त्रिचुर, केरल नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई हैं कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1970 की मई के 31 वें दिन को प्रवृत्त होगी।

[सं० 8/40/70-म० नि० 2]

**S.O. 1946.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Fibre Box Bombay Private Limited, Gamdevi Road, Bhandup, Bombay-78 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4), of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of June, 1968.

[No. 8/9/70/PF.II.]

**प्रा० प्रा० 1946.**—अतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स फाइबर बॉक्स मुम्बई प्राइवेट लिमिटेड, गाम देवी रोड, भन्दुक, मुम्बई-78 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए गए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1968 के जून के तीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8/9/70/पी० एफ० 2]

**S.O. 1947.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Cine Film Distributors, 40 Saligramam, Arcot Road, Madras-26 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 31st May, 1970.

[No. 8/47/70/PF/II(i).]

**का० प्रा० 1947**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स साइन फिल्म डिस्ट्रीब्यूटर्स, 40, शालिग्रामम् आर्कोट रोड, मद्रास-26 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा इकतीस मई 1970 से लागू करती है ।

[सं० 8/47/70-पी० एफ० (2)(i).]

**S.O. 1948.**—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that, with effect from the 31st May, 1970 section 6 of the said Act shall in its application to Messrs Cine Film Distributors, 40, Saligramam, Arcot Road, Madras-26 be subject to the modification that for the words "six and a quarter per cent", the words "eight per cent" were substituted.

[No. 8/47/70-PF.II(ii).]

**का० प्रा० 1948.**—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परंतुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा यह विनिर्दिष्ट करती है कि उक्त अधिनियम की धारा 6 इकतीस मई, 1970 से मैसर्स साइन फिल्म डिस्ट्रीब्यूटर्स, 40, शालिग्रामम् आर्कोट रोड, मद्रास-26 को लागू होने के सम्बन्ध में इस उपान्तरण के अन्वये होगी कि "सवा छह प्रतिशत" शब्दों के स्थान पर "आठ प्रतिशत" शब्द प्रतिस्थापित किए जाएं ।

[सं० 8/47/70-पी० एफ० 2(ii).]

**S.O. 1949.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Miss M. Rajeswari and others, 40 Arcot Road, Madras-28 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 31st May, 1970.

[No. 8/48/70-PF.II(i).]

**का० प्रा० 1949.**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मिस एम० राजेश्वरी एण्ड अदर्स, 40, आर्कोट रोड, मद्रास-26 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा इकत्तीस मई, 1970 से लागू करती है।

[सं० 8/48/70 पी० एफ० 2(i)]

**S.O. 1950.**—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that, with effect from the 31st May, 1970 section 6 of the said Act shall in its application to Messrs Miss M. Rajeswari and Others, 40, Arcot Road, Madras-26 be subject to the modification that for the words "six and a quarter per cent", the words "eight per cent" were substituted.

[No. 8/48/70-PF.II(ii).]

**का० आ० 1950 .—**कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा यह विनिर्दिष्ट करती है कि उक्त अधिनियम की धारा 6 इकत्तीस मई, 1970 से मैसर्स मिस एम० राजेश्वरी एण्ड अदर्स, 40, आर्कोट रोड, मद्रास-26 को लागू होने के सम्बन्ध में इस उपांतरण के अध्वधीन होगी कि "सषा छह प्रतिशत" शब्दों के स्थान पर "आठ प्रतिशत" शब्द प्रतिस्थापित किए जायें।

[सं० 8/48/70-पी० एफ० 2 (ii)]

**S.O. 1951.**—Whereas it appear to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Quality Plastics, B-54, Thana Industrial Area, Thana have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of July, 1968.

[No. 8/18/70-PF.II.]

**का० आ० 1951.—**यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स क्वालिटी प्लास्टिक्स, बी-54, थाना इंडस्ट्रीयल एरिया, थाना नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1968 की जुलाई के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8/18/70-भ० नि० 2]

**S.O. 1952.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Maps and Atlases Publications Private Limited, 395/2, G.S.T. Road, Madras-14 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.



This notification shall be deemed to have come into force on the first day of January, 1970.

[No. 8/62/70-PF.II.]

**क्र० प्रा० 1952**यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मै० एण्ड एटलसेस पब्लिकेयन्स प्राइवेट लिमिटेड, 395/2, जी० एस० टी० रोड, मद्रास-14 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 की जतवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8/62/70-पी० एफ० 2]

**S.O. 1953.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Vijaya Vanhini Studios Private Limited, 213, Arcot Road, Vadapalani, Madras-26 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of April, 1969.

[No. 8/175/69-PF.II(1).]

**क्र० प्रा० 1953**यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स विजय वांहिनी स्टूडियोज प्राइवेट लिमिटेड, 213 आर्कोट रोड, वाडापालनी, मद्रास-26 नामक से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं।

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1969 के अप्रैल के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8/175/69-म० नि० 2(i)]

**S.O. 1954.**—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that, with effect from the 1st April, 1969 section 6 of the said Act shall in its application to Messrs Vijaya Vanhini Studios Private Limited, 213, Arcot Road, Vadapalani, Madras-26 be subject to the modification that for the words "six and a quarter per cent", the words "eight per cent" were substituted.

[No. 8/175/69-PF.II(ii).]

**क्र० प्रा० 1954** कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम पन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा उक्त विनिर्दिष्ट करती है कि उक्त अधिनियम की धारा 6 प्रथम अप्रैल 1969 से मैसर्स विजय वांहिनी स्टूडियोज प्राइवेट लिमिटेड, 213 आर्कोट रोड, वाडापालनी, मद्रास-26 को लागू होने के सम्बन्ध में इस उपांतरण के अध्वधीन होगी कि "सत्रा छह प्रतिशत" शब्दों के स्थान पर "आठ प्रतिशत" शब्द प्रतिस्थापित किए जाएं।

[सं० 8/175/69-पी० एफ० 2(ii)]

**S.O. 1955.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Airserco, 4A, Royd Street, Calcutta-16 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the twentieth day of February, 1968.

[No. 8/16/68/PF.II.]

**का० आ० 1955.**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एयरसर्को, 4 ए, रायड स्ट्रीट, कलकत्ता-16 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1968 की फरवरी के उन्नीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[पं० 8/16/68-पी० एफ० 2]

**S.O. 1956.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Thadham Engineering Works Private Limited, B-6, Ambatur Industrial Estate, Madras-58, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 31st May, 1970.

[No. 8/29/70/PF.II.]

**का० आ० 1956.**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स थडानी इंजीनियरिंग वर्क्स प्राइवेट लिमिटेड, बी-6, अम्बतूर इंडस्ट्रियल एस्टेट, मद्रास-58 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिये;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा इकत्तीस मई 1970 से लागू करती है।

[पं० 8/29/70-मा० नि० 2]

**S.O. 1957.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Rajeswari Financiers, A.V.M. Studios Compound, Madras-26 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 31st May, 1970.

[No. 8(44)/70-PF.II(i)]

५ का० आ० 1957.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स राजेश्वरी फाइनेंसर्स, ए० बी० एम० स्टूडियोज कम्पाउण्ड, मद्रास-26 नामक स्थापन से सम्बद्धनियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिये;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा 31 मई, 1970 से लागू करती है।

[सं० 8/44/70-भ० नि० 2 (i)]

S.O. 1958.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that, with effect from the 31st May, 1970, section 6 of the said Act shall in its application to Messrs Rajeswari Financiers, A.V.M. Studios Compound, Madras-26 be subject to the modification that for the words "six and a quarter per cent," the words "eight per cent" were substituted.

[No. 8/44/70-PF.II(ii).]

का० आ० 1958.—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा यह विनिर्दिष्ट करती है कि उक्त अधिनियम की धारा 6 इकतीस मई, 1970 से मैसर्स राजेश्वरी फाइनेंसर्स, ए० बी० एम० स्टूडियोज कम्पाउण्ड, मद्रास-26 को लागू होने के संबंध में इस उपांतरण के अध्यधीन होगी कि "मवा छह प्रतिशत" शब्दों के स्थान पर "आठ प्रतिशत" शब्द प्रतिस्थापित किये जायें।

[संख्या 8/44/70-पी० एफ० 2 (ii)]

S.O. 1959.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Chipwell Private Limited, A-89, M.I.D.C. Industrial Area, Dombivli, District Thana, Maharashtra have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of September, 1969.

[No. 8/16/70/PF.II.]

आ० आ० 1959 —यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स चिपवेल प्राइवेट लिमिटेड, ए-89, एम० आई० डी० सी० इंडस्ट्रियल एरिया, जिना डोम्बिवली, थाना, महाराष्ट्र नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत होगई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिये;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिमूचना 1969 के सितम्बर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8/16/70-भ० नि० 2]

**S.O. 1960.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bisleri (India) Private Limited, Plot—C—23/24, Thana Industrial Estate, Thana, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1969.

[No] 8/27/701PF.II(i).]

का० आ० 1960.—यतः केन्द्रीय सरकार को यह प्रतीत होना है कि मैसर्स बिस्लेरी (इण्डिया) प्राइवेट लिमिटेड, प्लॉट-सी-23/24, थाना इंडस्ट्रियल एस्टेट, थाना नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहियें ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है ।

यह अधिसूचना 1969 की जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जायेगी।

[मं० 8/27/70-भ नि० 2(i)]

**S.O. 1961.**—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that, with effect from the 1st January, 1969, section 6 of the said Act shall in its application to M/s Bisleri (India) Private Limited, Plot—C—23/24, Thana Industrial Estate, Thana, be subject to the modification that for the words "six and a quarter per cent," the words "eight per cent" were substituted.

[No. 8/27/70-PF.II(ii).]

का० आ० 1961.—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा यह विनिर्दिष्ट करती है कि उक्त अधिनियम की धारा 6 प्रथम जनवरी, 1969 से मैसर्स बिस्लेरी (इण्डिया) प्राइवेट लिमिटेड, प्लॉट-सी 23/24 थाना इंडस्ट्रियल एस्टेट, थाना को लागू होने के सम्बन्ध में हम उपर्युक्त के अध्याधीन होंगी कि "सवा छह प्रतिशत" शब्दों के स्थान पर "आठ प्रतिशत" शब्द प्रतिस्थापित किये जायें।

[मं० 8/27/70-पी० एफ० 2 (ii)]

**S.O. 1962.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Pratap Talkies, Near Sursagar, Baroda, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 30th day of September, 1968.

[No. 8/83/69/PF.II.]

**का० आ० 1962.**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रताप टाकीज, सुर सागर के निकट, बड़ौदा नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1968 के सितम्बर के 30वें दिन को प्रवृत्त हुई समझी जाएगी।

[सं 8/83/69-भ० नि० 2]

**S.O. 1963.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as The Mini Electrical Manufacturing Company, Mettupalayam Road, Coimbatore, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of May, 1969.

[No. 8/92/69/PF-II.]

**का० आ० 1963.**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मिनि इलेक्ट्रिकल मैनुफैक्चरिंग कम्पनी, मेट्टुपालायम रोड, कोयम्बतूर नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1969 को मई के इकत्तीवें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8/92/69-भ० नि० 2]

**S.O. 1964.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Miltan Chempelas Corporation, No. 17/18, Small Scale Industrial Area, Rajajinagar, Bangalore, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of April, 1969.

[No. 8/98/69/PF.II.]

**का० आ० 1964.**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मिल्टन चम्पेलस कारपोरेशन, सं० 17/18 स्माल स्केल इंडस्ट्रियल एरिया, राजाजी नगर, बैंगलूर नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी

भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिये;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1969 के अप्रैल के तीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8/98/69-भ० नि० 2]

**S.O. 1965.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Arphi Incorporated, Prabhadevi Industrial Estate, Cadell Road, Bombay-25, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of March, 1969.

[No. 8/131/69/PF.II.]

**क्र० प्र० 1965.**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अरफी इन्फार्मेटेड, प्रभादेवी इंडस्ट्रियल एस्टेट, काडेल रोड, मुम्बई-25 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1969 के मार्च के इकत्तीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8/131/69-भ० नि० 2]

*New Delhi, the 20th May 1970*

**S.O. 1966.**—In exercise of the powers conferred by clause (a) of section 19 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby directs that the powers exercisable by it under section 8 of the said Act to recover as an arrear of land revenue any amount due from an employer in relation to an establishment in respect of which it is the appropriate Government, shall also be exercisable by the District Collectors in the State of Haryana within their respective jurisdictions.

[No. 11/26/61-PF.II.]

नई दिल्ली, 20 मई 1970

**क्र० प्र० 1966.**—कर्मचारी भविष्य निधि अधिनियम 1952 (1952 का 19) की धारा 19 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा निदेश देती है कि उस स्थापना के बारे में जिसके बारे में वह समुचित सरकार है, नियोजक द्वारा देय किसी रकम को भू-राजस्व की बकाया के तौर पर वसूल करने के लिये उक्त अधिनियम की धारा 8 के अधीन उसके द्वारा प्रयोक्तव्य शक्तियाँ हरियाणा राज्य के जिला कलेक्टरों द्वारा भी, अपनी अपनी अधिकारिताओं के भीतर प्रयोक्तव्य होंगी।

[सं० 11/26/61-पी० एफ० II]

**S.O. 1967.**—In pursuance of clause (d) of sub-paragraph (1) of paragraph 4 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby appoints Shri S. B. Giri, as a member of the Regional Committee for the State of Andhra Pradesh and makes the following further amendment in the notification of the Government of India in the late Department of Social Security No. S.O. 1294 dated the 8th April, 1965, namely:—

In the said notification, against Serial No. 9, for the existing entry in the 1st column, the following entry shall be substituted, namely:—

“Shri S. B. Giri, President, Hind Mazdoor Sabha, Andhra Pradesh, Secunderabad.

[No. 12(1)68-PF.II.]

DALJIT SINGH, Under Secy.

ष।० आ० 1967.—कर्मचारी भविष्य निधि स्कीम 1952 के पैरा 4 के उपपैरा (1) के खण्ड (घ) के अनुसंग में केन्द्रीय सरकार एतद्वारा श्री एस० बी० गिरि को आन्ध्र प्रदेश राज्य के लिए क्षेत्रीय समिति का सदस्य नियुक्त करती है और भारत सरकार के भूतपूर्व सामाजिक सुरक्षा विभाग की अधिसूचना सं० का० आ० 1294, तारीख 8 अप्रैल 1965 में निम्नलिखित संशोधन और करती है अर्थात्—

उक्त अधिसूचना में, क्रम संख्या 9 के सामने, स्तम्भ एक में वर्तमान प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

“श्री एस० बी० गिरि,  
अध्यक्ष, हिन्द मजदूर सभा,  
आन्ध्र प्रदेश, सिकन्दराबाद ।

[सं० 12(1)68-पी० एफ० 2]

दलजीत सिंह, अव्वर सचिव ।

### (Department of Labour and Employment)

*New Delhi, the 19th May 1970*

**S.O. 1968.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the United Commercial Bank and their workmen, which was received by the Central Government on the 14th May, 1970.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY**

REFERENCE No. CGIT-25 of 1967

#### **PARTIES:**

Employers in relation to the United Commercial Bank, Surat

AND

Their workmen.

#### **PRESENT:**

Shri A. T. Zambre, Presiding Officer.

#### **APPEARANCES:**

*For the employers*—Shri M. M. Dave, Law Officer with Shri H. H. Shrivastava, Manager, Surat Branch.

*For the workmen*—Shri V. N. Sekhri, General Secretary, A.I.B.E.A. with Shri N. P. Desai, General Secretary, Surat Bank Employees Union with the workman concerned.

STATES: Gujarat.

INDUSTRY: Banking.

Bombay dated 28th April 1970.

## AWARD

The Government of India, Ministry of Labour Employment and Rehabilitation, Department of Labour and Employment, by their order No. 51/54/67-LR.III dated 7th September 1967 have referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the United Commercial Bank, Surat and their workmen in respect of the matters specified in the following schedule:—

## SCHEDULE

"Whether the action of the management of United Commercial Bank Limited, Surat in discharging Shri S. I. Vimawala, Clerk, from their service with effect from 8th June 1967 was justified? If not to what relief the workman is entitled?"

2. The facts leading to the present dispute may be stated in brief as follows:—

Shri S. I. Vimawala who is the workman involved in this dispute has been in the employ of the bank for the last 16 years and was working at the foreign exchange counter. He was transferred to the demand draft counter with effect from 2nd March 1966 and from that date the management started to record the clerical errors committed by him in the discharge of his duties. After collecting some data the Manager drew up three memos dated 28-3-1966, 22-4-1966 and 26-7-1966 and without framing any regular chargesheet informed the workmen by their letter dated 12th October 1966 that a departmental enquiry would be held against him on 27th October 1966 at 4 p.m. at the bank premises. The workman had raised objections to the appointment of the Manager of the branch as the enquiry officer and made representations to the head office that the branch Manager was personally interested and he was also a party to the complaint. But the head office rejected the representations and confirmed the appointment of the Manager as the enquiry officer. Accordingly the Manager of the Surat Branch held the enquiry against the workman from 11th January 1967 to 29th April 1967 during which the management examined only one witness and produced a number of documents. Thereafter the enquiry officer gave his findings on 5th May 1967 and passed an order discharging the workman from the service of the Bank with effect from 8th May 1967. After the discharge the workman and the union raised a dispute which was pending for conciliation before the Assistant Labour Commissioner (Central) Ahmedabad who submitted his failure report after which the dispute was referred to this Tribunal.

3. The workman Shri Vimawala is a member of the Surat Bank Employees Union which is a registered trade union and which has been affiliated to the All India United Commercial Bank Employees Federation, Calcutta as well as the Central organisation of the All Indian Bank Employees Federation. The union has by its statement of claim challenged the validity of the order of discharge, contending that this was a case of a very serious type of victimization, unfair labour practice and want of *bona fides*. The union has alleged that Shri Vimawala was working in the bank with a long and meritorious service record, but since he started taking part in the union and the Federation activities the Manager bore a grudge against him. He also invited the displeasure of the officers of the branch on account of his reporting some irregularities to the head office and hence the management decided to victimize him and with a view to materialise the plans the workman was transferred from the foreign exchange department to the demand draft counter, and the management started keeping a record of his routine clerical errors which usually occurred in the banking industry. The manager also collected some data with sinister and ulterior motives and drew up three memos and without specifying the charges or giving the workman an idea about the proposed proceedings for the alleged misconduct served the three memos and by the subsequent letter dated 12th October 1966 intimated that the explanations were not satisfactory and the Bank had appointed him as an enquiry officer to hold an enquiry into the misconducts.

4. It is contended that the workman has protested against the appointment of the Manager as the enquiry officer as he himself was the real complainant and a necessary witness. The union has alleged that the memos did not constitute



proper charges. They were vague and did not express any intention to proceed against him and the enquiry was also nothing but a mockery of trial. It has been further contended that the enquiry officer did not follow the principles of natural justice viz., "no man should be the judge in his own case and that every man is entitled to be heard and present his own case." and the enquiry was just an empty formality in utter disregard of the principles of natural justice. It has been further alleged that practically at the end of the enquiry the officer admitted major amendments in the memos that is in the alleged charge-sheets in spite of the protests of the workman's representative. In spite of the examination of one witness there is no evidence worth the name. The enquiry officer allowed to go in one complaint as an exhibit in the enquiry, without proving it by the examination of the complainant, and no reasonable man would come to the conclusion about the alleged misconduct.

5. It has been further alleged that the enquiry was held from 11th January 1967 for a couple of hours daily at the convenience of the bank and was declared over after the examination of one witness. Though it was adjourned till the 5th June 1967 as the parties were to advance their arguments the same day the enquiry officer passed an order duly signed by him stating that Shri Vimawala was discharged forthwith from the bank's service with effect from 5th June 1967 and subsequently when the workman raised an objection the enquiry officer changed his mind and stated that the final order would be passed in due course and fixing the case on the 7th June 1967, passed the regular order of discharge on that day and this procedure showed that the enquiry officer had already pre-determined that the workman should be punished and victimized. The workman was charged for the offences of clerical mistakes which are usually of daily occurrence in the discharge of duties of the clerk in the Bank but the management singled out the workman and framed charges against him and it was an unfair labour practice. There is no proper evidence and the findings are perverse and the order of discharge should be set aside and the workman should be reinstated with back wages and other benefits.

#### **Employer's Case:**

6. The management by their written statement dated 13th December 1967 and rejoinder dated 29th January 1968 opposed the reference firstly on the technical contention that the reference was bad and illegal and there was no industrial dispute. They have further contended that the delinquent workman was served with three different charges dated 28-3-1966, 22-4-1966 and 26-7-1966 for the misconduct of gross negligence in the performance of his duties, repeated and wilful disobedience of lawful and reasonable orders of the superior and misbehaviour but in his replies he had not also denied the charges of negligence behaviour and insubordination. He was intimated by the letter dated 12-10-1966 that the enquiry would be held against him on 27-10-1966. The enquiry officer was duly appointed and the workman's contentions were found to be baseless, and the enquiry held by the officer from 11-1-1967 to 7-5-1967 was fair and proper. The workman was given every opportunity to meet the case. The record of the enquiry proceedings will clearly show that the Bank's witness was cross-examined at great length and this examination went on for days together and it ran into nearly 180 typed pages.

7. The management has denied the allegations about the plan to victimize the workman and have contended that the transfer of the workman was just a routine transfer. The mistakes committed by the workman were not only not trivial but they were gross mistakes and it was necessary for the bank to keep a record of the cancelled documents like D.D.s, fixed deposit receipts etc. They have denied the allegations that the enquiry officer had placed remarks without the knowledge of the workman on certain documents and excluded with a view to get desired replies from the Accountant and have further contended that the enquiry officer had not relied upon his own written remarks and the enquiry officer has not become a complainant or a witness. He was not personally interested nor was there any bias. Regarding the amendment of the charges it was alleged that there were some typographical and clerical mistakes and by correcting such clerical mistakes no prejudice was caused to the workman. The workman in total disregard of the instructions given to him by his superiors just to cause loss to the Bank intentionally did not charge the commission on mail transfer. It was not an accidental error on the part of the workman but it was a deliberate prejudicial act.

8. They have denied the allegations that on 5th June 1967 the enquiry officer passed an order of discharge but have contended that the parties were heard on that day for the proposed punishments and the final order was passed on 7th June 1967 and there was no question of any prejudice. The enquiry officer has not violated the principles of natural justice and there was no question of want of

*bona fides*. There was neither any unfair labour practice and there is no reason to interfere with the findings of the enquiry officer and the reference should be dismissed.

9. *Production of documents*.—After the statements the union made an application for directing the management to give inspection and produce certain documents. It was contended that all the documents produced by the management during the domestic enquiry and other documents which were material for the issues involved in the reference and which were disallowed by the enquiry officer should be directed to be produced before the Tribunal. The union has also given a list of all the demand drafts received by the bank during the months of January and February to show the routine clerical mistakes. The bank agreed to give inspection of the documents in their possession and have also produced all the documents which have been agreed to be exhibited in these proceedings. In support of their contentions the union has also examined Shri N. P. Desai the Secretary of the union and the question is whether there are sufficient grounds to interfere with the order of discharge.

10. *Maintainability*.—The management has challenged the reference on technical contentions about jurisdiction and maintainability contending that the dispute involved only one worker and it was not an industrial dispute. There was no conciliation as required by law nor was there a legal failure report and this Tribunal had no jurisdiction. I have passed a detailed order with reasons on these objections on 18th September, 1969 holding that the individual dispute has been converted into an industrial dispute as defined under section 2A of the Industrial Disputes Act. There was also conciliation and the reference was maintainable and this Tribunal has jurisdiction, and I shall discuss the other contentions raised by the parties.

11. *Legality of the order appointing the manager as enquiry officer*.—The union has alleged that the domestic enquiry was held from 11th January, 1967 to 29th May, 1967 during which period the Bi-partite Settlement had come into force and the enquiry should have been held in accordance with the provisions of the settlement. It has been contended that under the settlement the appointment of the enquiry officer has to be made either by the Chief Executive officer or a principal officer in India or an alternative officer at the head office or principal office. The appointment of Shri Shroff the Manager of the Bank as enquiry officer has been made by Shri Krishna Superintendent and the appointment being against the provisions of the settlement is illegal and the enquiry is *ab initio* void. It is true that under clause 19.14 of the settlement the appointment of the enquiry officer is to be made by certain officers. The clause says of the Chief Executive officer or the principal officer in India of a Bank or an alternate officer of the Head office or principal office appointed by him for the purpose shall decide which officer shall be empowered to hold enquiry and take disciplinary action in the case of each office or establishment."..... However, I do not think that these provisions will affect the legality of the appointment of Shri Shroff as enquiry officer in this case in any way.

12. The alleged charge-sheets were served on the workman on 28th March, 1966, 22nd April, 1966 and 20th July, 1966 and thereafter the appointment of Shri Shroff was made and he was directed to hold the enquiry. The first letter of the enquiry officer dated 12th October 1966 to the delinquent states that he has been appointed as enquiry officer to conduct the enquiry and the workman should present himself in person before him. Subsequently the workman made applications to the head office and also requested the enquiry officer to adjourn the proceedings and the actual recording of evidence started from 11th January, 1967. The Bi-partite Settlement came into force from 10th that is after the appointment of the enquiry officer and I do not think that the appointment will be affected by the provisions of the settlement. The wording of clause 19(14) itself shows that the Chief Executive officer shall decide which officer shall be appointed. This shows that it has no retrospective effect and I do not find any substance in the contention that the appointment of Shri Shroff as enquiry officer by the superintendent is illegal and the enquiry does not suffer in any way on that account.

13. *Validity of the Charge-Sheet*.—Shri Sekhri the Secretary of the all India Bank Employees Federation who is representing the workman has challenged the validity of the enquiry on the grounds that the management had not framed a proper charge. The allegations were vague and the workman had no reasonable opportunity to meet the case against him. He was served with some memos and not charge-Sheets and the management had not complied with the

provisions of the Bank Award. Shri Dave on behalf of the management has argued that the memos served upon the workmen were charge-sheets. They contain the necessary particulars and that there is no defect in the enquiry on the ground of vagueness.

14. The management had served the workman with three memos dated 28th March 1966, 22nd April 1966 and 26th July 1966. Each of these memos contains a long list of mistakes alleged to have been committed by the workman. The first memo states that he had been working in a very careless and irresponsible manner and has committed a number of mistakes some of which were listed. At the end it was stated that he was working negligently that it was impossible to place him on any important work. He was also making uproar and roar etc. In these three memos the management has only not specified that the misconduct is under a particular clause of the Bank Award but I do not think that on that account the charges would be defective. It is also correct that these letters sent to the workman are not styled either as memos or charge-sheets and they are given the simple garb of letters. However, it is clear that the management has listed the mistakes alleged to have been committed. The workman had also given replies to these three letters. After these letters the Manager had sent intimation to the workman by his letter dated 12th October 1966 stating that enquiry proceedings will be conducted by him as per the Desai Award. In this letter it has been observed:—

“With reference to the Charge-sheets dated 28th March 1966, 22nd April, 1966 and 26th July, 1966 served upon you heretofore and your reply thereto it is decided by the Bank to hold enquiry against you . . . . . The charges are repeated and wilful disobedience and gross negligence in performance of duties, misbehaviour and most undesirable employee in the office, etc.”

In my opinion the three letters which are styled by the Co, as memos contain the mistakes and the particulars and these memos together with the letter dated 12th October, 1966 specify the requirements of a charge and there is no question of the enquiry being defective.

15. It is true that under the Bank Award or the Tripartite Settlement a mistake has not been declared to be a misconduct. However, the management has charged the workman with negligence because of the mistakes and I do not think that this part of the charge is vague. In the three letters it has also been stated that the workman was also making uproar and roar during banking hours shouting irrelevant remarks and harassing the Chief Cashier and these are the particulars about the other charges.

Paragraph 18:20 of the Desai Award adopts the provisions about disciplinary action from the Sastry Award and Paragraph 521 of it states:—

521. A person against whom disciplinary action is proposed or likely to be taken should, in the first instance, be informed of the particulars of the charge against him; he should have a proper opportunity to give his explanation as to such particulars. Final orders should be passed after due consideration of all the relevant facts and circumstances. With this object in view we give the following directions:—

- (1) By the expression “offence” shall be meant any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provision of law.
- (2) (a) When in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the bank may take steps to prosecute him or get him prosecuted; and in such a case he may also be suspended.
- (b) If he be convicted he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in sub-paragraph (5) below.
- (c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in sub-paragraphs (9) and (10) infra relating to discharges. However, in the event of the management deciding after enquiry not to continue him in service; he shall be liable only for termination of service with three months pay and allowances in lieu of notice. And he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full pay and allowances minus such subsistence allowance as he has drawn and to all other privileges

for the period of suspension; provided that if he be acquitted by being given the benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper, and the period of his absence shall not be treated as a period spent on duty unless the management so direct.

- (d) If he prefers an appeal or revision application against his conviction and is acquitted, in case he had already been dealt with as above and he applies to the management for reconsideration of his case, the management shall review his case and may either reinstate him or proceed against him under the provisions set out below in sub-paragraphs 9 and 10 infra relating to discharge, and the provisions set above as to pay, allowances and the period of suspension will apply, the period upto-date for which full pay and allowances have not been drawn being treated as one of suspension. In the event of the management deciding, after enquiry not to continue him in service, the employee shall be liable only for termination with three months' pay and allowances in lieu of notice, as directed above.
- (3) If after steps have been taken to prosecute an employee, or to get him prosecuted for an offence he is not put on trial within a year of the commission of the offence, the management may then deal with him as if he had committed an act of "gross misconduct" or of "minor misconduct" as defined below; provided that if the authority which was to start prosecution proceedings refuses to do so or comes to the conclusion that there is no case for prosecution it shall be open to the management to proceed against the employee under the provisions set out below in sub-paragraphs 9 and 10 infra relating to discharge, but he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full wages and allowances and to all other privileges for such period. In the event of the management deciding, after enquiry, not to continue him in service, he shall be liable only for termination with three months' pay and allowances in lieu of notice as directed in sub-paragraphs (2) supra. If within the pendency of the proceedings thus instituted he is put on trial such proceedings shall be stayed pending the completion of the trial, after which the provisions mentioned in sub-paragraph (2) above shall apply.
- (4) By the expression "gross misconduct" shall be meant any of the following acts and omissions on the part of an employee:
  - (a) engaging in any trade or business outside the scope of his duties except with the permission of the bank;
  - (b) unauthorised disclosure of information regarding the affairs of the bank or any of its customers or any other person connected with the business of the bank which is confidential or the disclosure of which is likely to be prejudicial to the interests of the bank;
  - (b) drunkenness or riotous or disorderly or indecent behaviour on the premises of the bank;
  - (d) wilful damage or attempt to cause damage to the property of the bank or any of its customers;
  - (e) wilful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;
  - (f) habitual doing of any act which amounts to "minor misconduct" as defined below, "habitual" meaning a course of action taken or persisted in notwithstanding that at least on three previous occasions censure or warnings have been administered or an adverse remark has been entered against him;
  - (g) wilful slowing down in performance of work;
  - (h) gambling or betting on the premises of the bank;
  - (i) speculation in stocks, shares, securities or any commodity, whether on his account or that of any other persons;
  - (j) doing any act prejudicial to the interests of the bank, or gross negligence or negligence involving or likely to involve the bank in serious loss;
  - (k) giving or taking a bribe or illegal gratification from a customer or an employee of the bank;
  - (l) abetment or instigation of any of the acts or omissions abovementioned;

- <sup>1/4</sup> (5) An employee found guilty of gross misconduct may:
  - (a) be dismissed without notice, or
  - (b) be warned or censured, or have an adverse remark entered against him,
  - (c) be fined or
  - (d) have his increment stopped, or
  - (e) have his misconduct condoned and be merely discharged.
- (6) By the expression "minor misconduct" shall be meant any of the following acts and omission on the part of an employee:
  - (a) absence without leave or overstaying sanctioned leave without sufficient grounds;
  - (b) unpunctual or irregular attendance;
  - (c) neglect of work, negligence in performing duties;
  - (d) breach of any rule of business of the bank or instruction for the running of any department;
  - (e) committing nuisance on the premises of the bank;
  - (f) entering or leaving the premises of the bank except by an entrance provided for the purpose;
  - (g) attempt to collect or collecting monies within the premises of the bank without the previous permission of the management or except as allowed by any rule or law for the time being in force;
  - (h) holding or attempting to hold or attending any meeting on the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or Law for the time being in force;
  - (i) canvassing for union membership or collection of union dues or subscriptions within the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or law for the time being in force;
  - (j) failing to show proper consideration courtesy or attention towards officers, customers or other employees of the bank; unseemly or unsatisfactory behaviour while on duty;
  - (k) marked disregard of ordinary requirements of decency and cleanliness in person or dress;
  - (l) incurring debts to an extent considered by the management excessive;
- (7) An employee found guilty of minor misconduct may;
  - (a) be warned or censured; or
  - (b) have an adverse remark entered against him, or
  - (c) have his increment stopped for a period not longer than six months.
- (8) In all cases in which action under paragraphs (3), (5) or (7) may be taken, the proceedings held shall be entered in a book kept specially for the purpose in which the date on which the proceedings are held, the name of the employee proceeded against, the charge or charges, the evidence on which they are based, the explanation and the evidence, if any, tendered, by the said employee, the finding or findings with the grounds on which they are based and the order passed shall be recorded with sufficient fulness, as clearly as possible, and such record of the proceedings shall be signed by the officer who holds them.
- (9) When it is decided to take any disciplinary action against an employee such decision shall be communicated to him within three days thereof.
- (10) The procedure in such cases shall be as follows:—
  - (a) An employee against whom disciplinary action is proposed or likely to be taken shall be given a charge-sheet clearly setting forth the circumstances appearing against him and a date shall be fixed for enquiry, sufficient time being given to him to enable him to prepare and give his explanation as also to produce any evidence that he may wish to tender in his defence. He shall be permitted to appear before the officer conducting the enquiry, to

cross-examine any witness on whose evidence in his defence. He shall also be permitted to be defended by a representative of a registered union of bank employees, or, with the bank's permission, by lawyer. He shall also be given a hearing as regards the nature of the proposed punishment in case any charge is established against him.

- (b) Pending such inquiry he may be suspended, but if on the conclusion of the enquiry it is decided to take no action against him he shall be deemed to have been on duty and shall be entitled to the full wages and allowances and to all other privileges for the period of suspension; and if some punishment other than dismissal is inflicted the whole or a part of the period of suspension, may, at the discretion of the management, be treated as on duty with the right to a corresponding portion of the wages, allowances, etc.
- (c) In awarding punishment by way of disciplinary action the authority concerned shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other aggravating or extenuating circumstances that may exist. Where sufficiently extenuating circumstances exist the misconduct may be condoned and in case such misconduct is of the "gross type" he may be merely discharged, with or without notice or on payment of a month's pay and allowances, in lieu of notice such discharge may also be given where the evidence is found to be insufficient to sustain the charge and where the bank does not, for some reason or other, think it expedient to retain the employee in question any longer in service. Discharge in such cases shall not be deemed to amount to disciplinary action.
- (11) Where the directions given above conflict with the procedure or rules in force in any bank regarding disciplinary action they shall prevail over the latter. There may, in such procedure or rules, exist certain provisions outside the scope of the directions given by us above enabling the bank to dismiss, warn, censure, fine an employee or have his increment stopped or have an adverse remark entered against him. In all such cases also we think that the provisions set out in clauses (8) and (9) should apply, and we direct accordingly.
- (12) It also seems to us necessary that a bank should decide which officer shall be empowered to take disciplinary action in the case of each office or establishment and that it should also make provision for appeals against orders passed in disciplinary matters to an officer or a body not lower in status than the manager, who shall if the employee concerned so desirous in a case of dismissal hear him or his representative before disposing of the appeal. We direct accordingly and further direct that the names of the officers or the body who are empowered to pass the original orders or hear the appeal shall from time to time be published on the bank's notice boards, that an appeal shall be disposed of as early as possible, and that the period within which an appeal can be referred shall be forty-five days from the date on which the original order has been communicated in writing to the employee concerned.

After the three letters the workmen had given his replies and considering these documents the bank had decided to take action against the workmen and the Manager has written the letter dated 12th October, 1966 and I do not think there is any defect in the enquiry on the ground of vagueness of charges.

16. *Contention about additional charge framed by the enquiry officer.*—Shri Sekhri the representative of the workmen has further argued that not only there is vagueness but there is an undue addition of charges by the enquiry officer. It is argued that according to the management there were only three charges but the enquiry officer has of his own added fourth charge and the enquiry is defective. It will appear from the proceedings of the enquiry that in the beginning of the enquiry the worker's representative had made a grievance about the charges contending that the charges were not specific and were in vague language and they should be made specific. Thereupon the bank's representative had specified the charges as under:—

- (1) Repeated and wilful disobedience
- (2) Gross negligence in performance of duty
- (3) Misbehaviour and most undesirable employee in the office

It appears from the findings that the enquiry officer while deciding the case in respect of the misconduct and framing the issues instead of using the same wording used different words. Instead of misbehaviour the words were disorderly behaviour. Similarly for the charges of being an undesirable employee it was framed as showing disrespect which is nothing but a clarification and I do not think that there is any prejudice caused. Moreover even if it is held that there is some difference in the issues framed and the actual charges I do not think that on that account the whole enquiry will be invalid. If the issue is superfluous it shall have to be dropped and it will not have any effect on the legality of the proceedings.

17. It was further argued that the memo served upon the workman did not give him any idea that the management had served these memos upon him with the intention to consider the question of taking action against him and they cannot be called charge-sheets. I have gone through the memos and there is some substance in the contentions that the memos do not give any idea to the persons to whom they were served that the management had sent the letters for the purpose of or making any proposal to take action against him. I have already observed that the memos give many a list of mainly the mistakes committed by him and under the last paragraph of the first memo it has been stated:

"You have been given other memos in the past for your negligent work and wilful disobedience but there is no improvement. You are again instructed to work carefully, behave well in the office and not to disturb the cash department"

According to this memo it can be said that the management wanted to bring to the notice of the workman what they were thinking about his work and behaviour and they are making a suggestion to him to be more careful and it can be said that there is no intention of taking any action against him. In the other two memos at least the management has written the word "explanation" but in this memo they have not also asked him to explain. And the workman may think that the management was not satisfied and wanted to make certain suggestion and he may not enter think of giving a reply or a detailed reply as to a charge. But this circumstance can be taken into consideration while interpreting the replies given by the workman. The three memos mentioned the blame-worthy acts on the part of the workman and as he has been made aware before the enquiry I do not find that the validity of the enquiry can be properly challenged on the ground of defective chargesheet.

*Vimavala an active worker of the Union before the memos.*

18. The management had in their written statement alleged that Shri Vimavala was not taking part in union activities formerly but he started taking part in union activities only after the memos were given to him. The union has contended that Shri Vimavalla was working with the Bank for the last 16 years with a long and meritorious service. He started taking part in the activities of the union and the federation and hence the management wanted to take revenge against him and this is a serious case of victimisation and with a view to appreciate these contentions I shall discuss the evidence about the activities and the position the workman was holding in the union at about this period.

19. In support of its contention the union has examined Shri N. P. Desai, General Secretary of the Surat Bank Employees Union and has produced some correspondence and other documents. Shri Desai has stated that Shri Vimavalla is an active officer of the union and was representing the union's case in the disputes and other matters at the local as well as the head office level. Shri Vimavalla is also a member of the Central Organisation of the All India United Commercial Bank Staff Federation and had conducted negotiations at the head office level and was treated on special leave with T.A. and D.A. The witness has denied the suggestion that Shri Vimavalla started union activities after 28th March, 1966.

20. Shri N. P. Desai is the Vice-President of the All India Bank Employees Federation, Kanpur and the President of the All India United Commercial Bank Staff Federation and there is no reason to disbelieve his evidence that Shri Vimavalla was an active officer of the union. Shri Desai has represented the Surat Bank Employees Union as well as the All India Bank Employees Federation before the Desai Tribunal. He was also a member of the negotiating committee of the All India Bank Employees' Federation at the time of the negotiations resulting in the Bi-partite Settlement. He has stated that these negotiations lasted for more than a year and a half and during this period of negotiations and also for preparing the case of the All India Bank Employees Federation he

was treated as on leave and during this period he had deputed Shri Vimavalla in his absence to represent the Surat Bank Employees Union for the matters of staff. He is a signatory to the Bi-Partite Settlement and as Shri Vimavalla was working as the representative of the workers during this period it shall have to be held that he was an active worker of the union.

21. It is also clear from the findings of the enquiry officer that Shri Vimavalla was taking active part in the union activities but according to the conclusion of the enquiry officer he had taken part only after these memos. The enquiry officer observed that to prove the case of victimization Shri Vimavalla started taking part in the union activities and talking against the management but it is quite evident from the record that he started such activities only after he was charge-sheeted. However, it is not in dispute that the Secretary of the union Shri Desai was appearing on behalf of the union before the National Tribunal of Justice Desai and he was also taking part in the negotiations of the Bi-Partite Settlement which took place long before the memos and Shri Vimavalla must have in the absence of Shri Desai worked for the union. It is clear from the settlement dated 25th May, 1965 that Shri Vimavalla was representing the workers before the Assistant Labour Commissioner and the Manager of the Bank Shri Shroff who is the present enquiry officer was representing the bank and this clearly shows that Shri Vimavalla was an active worker even in May 1965.

22. The union has also produced the letter written by Shri Vimavalla on behalf of the union to the General Manager of the United Commercial Bank, Head Office Calcutta about reporting to the Head office certain irregularities committed by the officer in the Surat branch of the Bank with a view to safeguard the interests of the Assistant Cashiers and other employees. This letter exhibit E-13 is dated 13th October, 1965. In this letter Shri Vimavalla has written to the head office about the incident of paying the excess amount of Rs. 10 which had not been properly credited. In this letter Shri Vimavalla has stated:—

"It is a matter left to the head office to judge as to how the Chief Cashier satisfied the exactness and the correctness of the cash balance with excess of Rs. 10 in the Bank's account particularly when the cash was checked by the officer on the 5th, 6th and 7th October 1965".

In this letter Shri Vimavalla has further stated that the matter of excess of Rs. 10 must not have been brought to the notice of the Manager and he has brought it to the notice of the head office and that excess amount received on the bank's counter cannot be retained unaccounted for a number of days and has further stated that this information was being passed on to the head office so as to safeguard the interests of the Assistant Cashiers in the circumstances in the long run. This letter shows that Shri Vimavalla was making representations to the head office clearly against the management of the Bank in the interest of the employees. From these two documents it is clear that Shri Vimavalla was an active worker of the union even in the year 1965 and the suggestion of management that he started taking part in activities of the union after the memos were served upon him cannot be accepted.

23. It is surprising to note that when the bank's witness Shri Parikh who is an Accountant of the Bank and is supposed to know about the position the workman was holding has given evasive replies and when he was asked about the T.A. bill of two days in favour of Shri Vimavalla he had to admit saying yes. The Head office has sanctioned his absence as duty leave and T.A. bill was also sanctioned. The evidence of the witness Shri Desai and documents clearly prove that Shri Vimavalla had been taking part in the union activities since long before the memos were served upon him. It is not unlikely that on account of the workman making reports there may be some difference of opinion and strained relations between the management and Shri Vimavalla.

#### *Qualification and seniority of the workman.—*

24. Shri Sekhri the learned representative appearing on behalf of the workman has argued that the various representations made by the Manager and repressive measures taken indicate the desire of the bosses at the office and shows that the management wanted to force Shri Vimavalla and other employees who were members of the union; and as Shri Vimavalla was a member of the executive they hatched a plan to get him involved. I have already discussed the evidence showing that Shri Vimavalla was taking part in the union activities. It appears that he is a well qualified person but was still kept in the clerical grade.



When the witness was specifically asked this question in the enquiry proceedings he has stated:

Q. "Is it a fact that Shri Vimavalla is the senior most clerk and other seniors to him have already been promoted as officers in the bank's scale?"

A. Yes, Mr. Vimavala is the senior most employee among the clerical staff. Promotion to officer's post is given not only on account of seniority but the work, behaviour etc., are considered before promoting him in officer's post.

Thereafter Shri Sekhri raised objections about volunteering by the witness and asked him whether in fact all senior employees to Shri Vimavalla have since been promoted or not for whatever merits or demerits and the witness has replied:—

"All senior members as well as one junior one to Shri S.I. Vimavala have been promoted to officer's Post".

25. It would appear from the evidence of this witness that Shri Vimawala is LL.B. while other non-matriculate clerk have been promoted. He was asked and stated:—

Q. "Yesterday, while replying to a question you stated that all others except one junior man were promoted. Will you please confirm that that junior man was Mr. K. J. Joshi the Present B. R. who at that time superseded Mr. R. S. Shukla (Matric) A. R. Choksy (Matric) and Shri Vimavalla (Inter LL.B.)"

A. Yes.

Q. Is it also a fact that Shri J. N. Parekh (non-matric) was also promoted as officer in the bank's scale but not Shri Vimawala who is Inter LL.B.

A. Mr. J. N. Parekh was promoted to supervisor's post as his work was found satisfactory and at that time senior most member among the staff."

It appears that Shri A. R. Choksy who was the joint secretary of the Surat Bank Employees Union was not also promoted and the witness has stated:—

Q. "Will you please confirm that Shri A. R. Choksy who was the Joint Secretary of Surat Bank Employees Union when superseded by Mr. Joshi and Shri R. S. Shukla his case was taken up by the union and according to the assurance given by the bank in the conciliation proceedings he has since been promoted as Supervisor in the Bank's scale?"

W. Reply. It is true that he has since been promoted to supervisor's post and that assurance was already given to him before he had gone for conciliation proceedings."

The evidence about the subsequent events clearly shows that the union had raised the dispute and the matter was in conciliation before the Assistant Labour Commissioner and on account of an assurance given the dispute was settled and this circumstance clearly shows that Shri Vimawala and other who were the members of the union could not get favour of the management regarding promotions, and it indicates that there was some grudge in the mind of the management about the employees who were taking part in the union activities.

#### *Contentions regarding a plan*

26. But the further question is whether there are circumstances that the management had hatched out a plan to involve Shri Vimavala and whether the evidence is supporting the contention.

27. It is not in dispute that Shri Vimavala was working at the table of the foreign exchange department and was transferred from that table to the D.D. counter. It cannot be disputed that there are periodical rotations about duties and transfers and inter-transfer. But it appears that about this time 22nd March 1966 it was only Shri Vimawala who was transferred. The union has contended that this transfer was effected deliberately to bring Shri Vimawala into their clutches as there is more likelihood of routine clerical errors at the D.D. counter. The mere transfer from foreign exchange table to the Demand Draft Counter will not in any way indicate that there is a plan to involve the workman. However the further circumstance that the management started keeping a record of the routine clerical mistakes committed by Shri Vimavala from the first day gives rise to strong suspicions about the motives behind the transfer.

28. Though the management has in their written statement contended that it was a transfer in the usual routine and have further contended that there was a practice of keeping mistaken documents, the evidence of the witness in cross-examination shows otherwise and that the management had deliberately effected the transfer. The accountant has stated:

Q. "Is there a mistake register maintaining in your branch in which mistakes of the clerks including of the D.D. counter where Shri Vimawala was working as well as his predecessors and successors mentioned to by you as well as the officer in charge of the D.D. counter. If so please produce and point out the mistakes as for as Mr. Vimawala is concerned in case the answer is in affirmative.

A. No Mistake register is kept in the branch.

Q. Is there any record or register of cancelled vouchers and documents handled by the D.D. counter.

A. No."

It is not in dispute that the management started keeping a record about the errors of Shri Vimawala since the day he was transferred to the demand draft table and this clearly shows that the transfer was intentional and the management had determined to take action on those errors. Shri Vimawala took charge of the D.D. counter table on 2nd March, 1966 and it will appear from the memo dated 28th March, 1966 that the first mistake alleged was on 2nd March, 1966 in respect of Draft No. 38 on Baroda for Rs. 372.10 prepared by the workman for Rs. 392.10 and subsequently the figure was over written to read as Rs. 372. The Demand Draft in respect of this amount is Exhibit 7 AB. When the accountant was cross-examined on this point he has stated:—

Q. When you were fully aware that the Demand drafts although having corrections but duly signed or initialled by the two officers of the bank, what inspired you to cancel Ex. 7A and retained as an exhibit or an evidence.

A. Since there is an overwriting in the figures, it was decided by me to write a fresh draft.

The management during the enquiry have produced the various drafts and vouchers and other documents on which there were the errors such as overwritings, mistakes in writing name or figures totals etc., and thus it is clear that from the very first day they started keeping these documents without giving any idea to the workman.

29. It is significant to remember that when the witness was further cross-examined about this keeping the vouchers he has stated:—

Q. Will it be correct to say that at the time you retained the cancelled vouchers or advices prepared by the workman you had no idea that enquiry will be conducted against the workman.

After the discussion about objections witness has given the reply.

A. Since we were giving charge-sheets for the mistakes committed by the workman I thought it necessary to keep such cancelled advices and vouchers for the sake of evidence if at all the management instruct to conduct the enquiry."

This clearly reveals the intention of the management and further shows that the management had determined to bring Shri Vimawala into troubles and the circumstance further supports the contention of the union about a plan hatched by the executives.

#### *Mala fides*

30. Shri Sekhri has further alleged that the enquiry first started with *mala fide* intention as they wanted to victimise the worker. It is contended that the manager of the branch Shri Shroff should not have been appointed as enquiry officer and is fairness he himself should not have also acted as enquiry officer as his position was that of a complainant and witness. The union has invited my attention to the ruling reported in 1963 II LLB 396 and 1963 II LLJ 752. In the first ruling it has been observed:— (Associated Cement Companies Ltd., and their workmen and another):—

"If an officer himself sees the misconduct of a workman it is desirable that the enquiry should be left to be held by some other person who does not claim to be an eyewitness of the imagined incident Domestic enquiries must be conducted honestly and *bona fide* with a view

to determine whether the charge framed against a particular employee is proved or not and so care must be taken to see that these enquiries do not become empty formalities. If an officer claims that he had himself seen the misconduct, alleged against an employee in fairness steps should be taken to see that the task of holding an enquiry is assigned to some other officer."

In the second ruling (Anglo-American Direct Tea Trading Company Ltd. and its workmen) (Estates Staff Union of South India, and others.) it has been observed:—

"There was sufficient material on record to justify the arbitrator to come to the conclusion that the domestic enquiry had not been properly held and was even *mala fide* in the sense that the conduct of the enquiry was entrusted to an officer who even before the enquiry started displayed a prejudicial view of the case against the employee it would certainly be open to the Arbitrator to enter into the merits of the case."

31. It is not in dispute now that Shri Vimavalla who was working at the D.D. counter in the United Commercial Bank at Surat and was the executive member of the union, and the enquiry officer was the Manager of the branch. It is also clear from the memos which are charge-sheets that they have been issued by the manager and they are also signed by him. It is not the case of the management that some officer from the management made any complaint against Shri Vimavalla where by the Manager had served the workman with the three charge-sheets, but these memos originated from him. The first charge-sheet is dated 28th March 1966 and mentions the list of mistakes by Shri Vimavalla from 2nd March, 1966 to 25th March, 1966. It is significant to remember that even before getting any reply explanation from Shri Vimavalla the Manager immediately after two days, has written to the head office to take action against Shri Vimavalla by his letter dated 30th March, 1966 recommending action against Shri Vimavalla. In this letter which has been produced as exhibit (15) it is observed:—

"We enclose copy of memo No. 475/66 of 28th instant given to the above employee for his most negligent and careless work. In the past also he has been given several memos in this respect. We find that he is going from bad to worse. His behaviour in the office is highly objectionable as he is making uproar and disturbing the cash department every now and then for the matters with which he is least concerned..... He never carries out instructions given by the officers concerned and he is doing his job according to his will. We strongly urge that strict disciplinary action should be taken against him according to provision of Desai Award."

32. The manager had served on Shri Vimavalla the third memo dated 26th July, 1966 but even before the reply to this memo also the Manager had written to the Superintendent at the head office on 1st August, 1966 for action against Shri Vimavalla. In this letter dated 1st August, 1966 exhibit 15(2) he has observed:—

"I enclose a copy of a memo No. 1198/66 of 26th ultimo given to Mr. S. I. Vimavalla for his very negligent work and bad behaviour in the office. We have given several memos to him previously also. In this connection please refer to your letter No. S/31/66 of 30th April, 1966. I strongly urge that action must be taken against him as provided in the award. You will find from the memos that he is committing very serious mistakes of issuing drafts before cash is received or relative cheque is paid..... At present he is granted leave for one month and he is due on 1st September, 1966. I suggest that he should be suspended from Bank's service as soon as he reports for duty and then start enquiry proceedings as per award as we cannot allow such thing to continue any long."

He has also further written to the Superintendent on the 4th August 1966. I do not think it necessary to quote the contents of the several letters but this correspondence, this clearly shows that the Manager had made up his mind and had emphatic and superlative language with the urgency and seriousness, already come to the conclusion that ..... has committed the errors and was negligent and was further ..... disorderly behaviour and disobedience. The manager is making complaint to the head office to take action and clearly he is the complainant.

33. Leaving aside this question about forming an opinion about the guilt of Shri Vimavalla it is clear from the memos that in respect of many errors alleged to have been committed by Shri Vimavalla the manager is a witness as a Supervisory authority and the concerned instruments had gone to his table and he has corrected them.

34. It is not necessary to state all the mistakes here in. But it is clear from the memos that they are routine clerical mistakes, and they are mistakes in preparing the draft M.T.S. cheque in writing amounts or writing names; entering in wrong folios and giving wrong serial Nos. not applying the cheque protectograph, preparing the draft even though the voucher was not authenticated or before cash was actually received, preparing wrong reversing vouchers, taking wrong totals, in one case not charging commission and putting account payee crossing rubber stamp without having instructions.

35. Reading through the memos one is likely to think that by committing errors the workman has put the bank to heavy losses and he has committed serious lapses and offences as the wording used is that he has committed these errors in issuing the cheques etc. However in the cross examination of the witness it has been made clear that the word issuing is not correctly used. No instrument in respect of which an error has been alleged has been issued and the alleged mistakes have been committed in the preparation stage at that table. The witness in the cross-examination gives the procedure and has stated:—

"Whenever a party wants a Manager's cheque he comes to the D.D. issued counter where Manager's cheques are also prepared. If he is literate he completes the voucher otherwise the counter clerk assists him in preparing the voucher wherein the amount and in whose favour the manager's cheque is to be prepared is written. Suppose the party wants to pay cash the voucher is prepared in cash scroll register and passed on to the receiving cashier where he will accept the amount and release the voucher for signature of the chief cashier. Such authenticated voucher is sent to the clerk preparing Manager's cheques. He has to prepare Manager's cheques duly verifying that it is authenticated. Then he has to prepare the Manager's cheque and send it for signature of the officers for signing the manager's cheques along with the relative voucher."

When he was asked about the issue of instruments he has stated:—

Q. "What do you exactly understand or mean by issue of drafts?"

A. Whether the word issue appears in the Charge-sheets in the enquiry proceedings I mean Draft or any other instrument prepared by Shri Vimavala."

Q. Is it a fact or not that drafts having corrections and duly signed by the two authorised officers have been a valid instrument or payment to the party at the other and or to the order?

A. Yes, it is valid for payment.

36. The workman has been charged for different mistakes in respect of the demand draft and T. Ds. and other instruments prepared by him on 14th March 1966, 19th March, 1966, 22nd March, 1966 30th March, 1966 and 9th April, 1966. Many of these instruments had been sent to the Manager for checking and authentication and it would be also clear from the evidence of the witness that the mistakes alleged to have been committed in respect of exhibit 24, 25, 30, 31, 39, 40, 41, 53, 25A, 31A, 53, 57, 58, 59, 20, to 23, 60, 22A 33A have been corrected by the Manager himself who is working as enquiry officer and it shall have to be held that the Manager had already witnessed these mistakes and corrected them.

#### *Remarks made by the Manager and his interest*

37. Thus though the workman has been charged for committing mistakes while issuing the instruments it is clear that the alleged mistakes are merely clerical and have occurred during the course of the preparation stage. It is also clear that after writing the instruments they are sent to the two supervisory officers for checking. It has come in evidence that the Manager was one the officers to check the demand drafts cheques and many instruments regarding which the workman has been charged have passed through the examination of the Manager. He has corrected them and there is much substance in the contentions of the union that the position of the Manager in these proceedings was either of complainant or witness in respect of those charges.

38. The union has contended that the present enquiry officer had not only formed an opinion about the alleged misconduct of the workman but he was interested and had unlawfully taken part in the prosecution by entering the remarks in the demand draft register subsequently. The workman who was charged for committing the errors of not applying the cheque protectograph had alleged that the Manager after the enquiry was started subsequently put stamp remarks in the demand register for creating evidence. The demand draft register has been produced at exhibit 33. It is clear from the examination in chief of the witness Shri Mehta that he had given evidence about the alleged mistake from the remark in the register. He has given about 25 instruments of which the workman was alleged to have not put protectograph. It is clear from the cross-examination of the witness that in some of these instruments he was not also one of the signatories as the checking officer when he was asked he has stated:—

Q. Is it a fact that you had answered the question by B. R. on page 41 although you were not one of the signatories on about 14 DDs?

A. I may not be one of the signatories of the DDs listed on page 41 of the certified copy of the proceedings. Volunteered: I have replied that question by referring to the register Ex. 33 where remarks to that effect are put.

39. The union has also examined the Secretary of the union Shri N. P. Desai who has stated:—

I see exhibit 33 of the enquiry proceedings at page 80. These remarks are placed by the Manager who is the enquiry officer and there is different in ink between the ink with which he has initialled and the ink with which he has made the remark and these remarks must have been put subsequently at the back of the workman.

witness has also pointed out the difference in the ink of the remark and the ink in the original checking initials. A mere look at page 80 and other in my opinion will support the witness that there is a difference in ink and it shall have to be presumed that the officer has not written the remark at the time when he initialled the entry and there appears to be much substance in the contention that the remarks have been put in by the manager subsequently.

#### *Prejudice against the workman.*

40. The workman had prepared the draft of Rs. 1000 and it was alleged that he had not put the protectograph on this instrument. This document was sent for checking to the two officers the Accountant Shri Mehta and the Chief Cashier Shri Gandhi but surprisingly the alleged remark in the register is in the hand-writing of the Manager to whom the voucher is not sent at all. Shri Desai in his deposition has stated:—

"On page 139 the remark "cheque protectograph not used" is in the hand-writing of the Manager Shri Shroff but he is not a signatory of the relevant draft of Rs. 1,000 out of the two officers. The initials in respect of this draft are of Shri Mehta and Shri Gandhi."

These circumstances in my opinion strongly suggest that the Manager had taken an undue interest in the proceedings. He was a representative of the Branch and should not have been appointed as the enquiry officer. It is significant to note that in the register there is no remark against the entries made by any other clerk except the workman involved in the proceedings and Shri Desai has in his deposition stated:—

"In this whole register of 200 pages there is not single remark in respect of any such mistakes committed by others and the only remarks in this book are against the draft of Shri Vimavalla mentioned in B-1 B-2, B-3. The book contains entries regarding the drafts made by other clerks."

This circumstance also suggests that the management was bent upon involving the workman in the proceedings, and had discriminated him from others.

#### *Attitude of a biased person.*

41. Leaving aside these circumstances about the Manager being interested in these proceedings I do not think his appointment as enquiry officer was otherwise justifiable. It cannot be ignored that Shri Shroff in his capacity as Manager issued various memos to Shri Vimavalla before the present charge-sheet members and must have been already prejudiced. The bank's representative has produced these memos during the enquiry proceedings as evidence against Shri Vimavalla. The

union had raised serious objection for the production of these documents at that stage but in spite of the protests they were allowed to be produced. They are at exhibits 70, 71, 72, 73, 74, and 76, and have been issued during the period 11th May 1963 to 15th December 1964. These memos will show that Shri Vimavalla was charged for careless and indifferent work committing mistakes in posting in the ledger. All these charges have been made by the Manager himself. However, no enquiry has been held and considering the allegations I do not think it possible for any person to take an objective and unbiased view of the mistakes committed by the same person. Leaving aside the question whether the Manager has taken these memos into consideration which I shall discuss later on as the Manager had issued these memos in fact it would have been in the fitness of things that when he was appointed as the enquiry officer he himself would have refused to accept the appointment and act as an enquiry officer.

42. Shri Sekhri has contended that during the enquiry proceedings the Manager had exhibited his attitude of hostility towards the workman and his determination to punish him in all possible ways. He was not an impartial judge and the enquiry was unfair. It has been contended that the Manager has permitted the Bank's representative to ask a number of hinting and leading questions while the legitimate objections raised by the workmen and most relevant question asked were disallowed. Though the union requested the enquiry officer to direct the bank representative to put himself in the witness box for examination, as he produced arbitrarily a number of documents in the enquiry their request was not granted. The enquiry officer has exhibited documents and introduced them in evidence without any proof. There is no proper evidence also to show that the alleged mistakes are mistakes and are committed by the workman. The workman was carrying out duties as per head office circulars. But the enquiry officer has presented many facts and has also relied upon his own remarks without entering the box and the findings are perverse. They were not also given the Chief Cashier for cross-examination and the enquiry was a mere farce. I do not think it necessary to discuss all these allegations at this stage in detail but considering some of the rulings given by the enquiry officer it shall have to be said that when the matter in question concerned about the management the enquiry officer disallowed the questions though relevant to support the allegations about a plot on behalf of the executives to involve the workman.

43. Shri Dave the learned Counsel on behalf of the management has argued that the Manager Shri Shroff was not authorized to take disciplinary action against employees and hence he had to make reports to the headquarters and his correspondence with the head office will not necessarily show that he was prejudiced. It has been further argued that though some of the mistakes for which the workman had been charged have been corrected by the Manager it will not necessarily make him a witness or the complainant and the enquiry does not suffer on that account. The learned counsel has invited my attention to the ruling reported in 1963 1 LLJ page 792 (Rameshwar Singh and Union of India) in which case a railway servant refused to do the work of coupling and uncoupling wagons on ground that it was not part of his duties as a traffic pointsman. He refused to do such work in the presence of the superior officer who suspended him and directed a departmental enquiry to be conducted. After the report of the enquiry committee the superior officer came to the conclusion that the misconduct alleged against the railway servant was made out and ultimately furnished him by removal from service and it has been argued that though the Manager who is the enquiry officer had seen the errors or corrected them it will not invalidate the enquiry.

44. Shri Sekhri for the union has argued that because of the union activities of the employees the relations between the top management and the union were strained for the last four years, and they planned to involve the workman and the Manager was biased and should not have been appointed as the enquiry officer. He has relied upon the ruling reported in 1958 1 LLJ page 206 (Subba Rao Dr. K.) and State of Andhra Pradesh in which it has been observed:—

"Doubtless the government i.e. the authority entitled to punish a civil servant could ordinarily delegate the holding of an enquiry to its subordinate officers before taking final action against him. But it is a fundamental principle of natural justice that the officer selected to make an enquiry should be a person with an open mind and not one who is either biased against the person against whom action is sought to be taken or one who has prejudged the issue."

I have already referred to the correspondence made by the Manager with the Head Office strongly urging the head office to take action against the workman and there appears to be much substance in the contention that the manager had formed an opinion that the workman was guilty of the misconducts.

*Relation with the Chief Executives*

45. It is clear from the three memos that besides the clerical mistakes for which the workman was charged there were other allegations in respect of his rude behaviour towards the Chief Cashier. In the first memo it was alleged that the workman was behaving in a disorderly manner and disturbing and harassing the Chief Cashier deliberately. In the second memo the same thing was repeated and it was alleged that he was still disturbing and harassing the Chief Cashier by interfering in the working of his department and in the third memo it was alleged that in spite of repeated instructions given to him not to interfere with the work of the cash department he was continuing to harass the Chief Cashier knowingly and deliberately. In the memo it has been stated:—

“Even when he (Chief Cashier) is talking to some clients you interfere in the talk deliberately with a view to humiliate the Chief Cashier and pass unwarranted remarks by shouting from your table.”

46. These allegations about intention to humiliate show that the relations between the workman and the Chief Cashier who is one of the top executives were strained. I have already referred to the previous memos issued to the workman exhibits 70 to 76 in which the workman was charged for negligence, committing mistakes in posting, not writing passbooks, overwriting figures, not maintaining a register of etc., In addition to committing such clerical mistakes and negligence he was further charged for behaving in a rude manner with the Accountant in the Memo dated it has been stated:—

“It is also found that you are not showing proper courtesy and respect to these officers.”

In another memo it is stated:—

“Your behaviour with the Accountant is rude and insolent. Whenever he gives instructions you flatly refuse.....”

It is not in dispute that in a branch office of the bank there are only three top officers the Branch Manager, The Chief Cashier and the Accountant and from these memos it can be said that the relations between the chief Accountant and the workman were strained.

47. It appears from his replies to the previous memos that the workman had made some allegations against the Manager himself and it is significant to note that in his memo dated 16th October 1963 the Manager has written to the workman:—

“In your reply of 14th instant to our memo No. 2011/63 of 25th ultimo you have made totally false, baseless and irrelevant statements in para 3 and 4 of the reply. The undersigned has never talked to you in any such connections as stated by you. Your reply should be confined to the charges made.”

This also shows that the Manager has been annoyed with the reply given by the workman and it shall have to be accepted that the relations between these three top executives and the workman were strained and it is quite natural that the workman had been rightly disturbed by the appointment of the Manager to act as the enquiry officer against him in respect of these charges.

*Objections raised by the workman for the appointment of the Manager as enquiry officer.*

48. I have already observed that the Bank had appointed the Manager as the enquiry officer in the proceedings against Shri Vimavalla and the Manager had sent a written intimation to him by letter dated 12th October, 1966 that the enquiry would be held on the 28th October 1966. Immediately after this letter Shri Vimavalla has raised objections to the Manager's appointment and made representations to the head office. In his representation dated 18th October, 1966 he has stated:—

“It is on record that the relations between the union i.e. the Surat Bank Employees Union and the Manager at Surat is strained since last four years and as such many irregularities and or grievances had been taken up at the Head Office. Hence it is but natural that the Manager and or the enquiry officer is distinctly having a biased mind and has predetermined the issues as evident from the correspondence.”

Further the enquiry officer is directly connected with certain routine and in the circumstances he is subject to for examination by defence.

I am therefore positively raising my protest that he cannot and must not be allowed to exercise dual position at one and the same time or in view of his sticking to the dual position it would tantamount to denial of proper and adequate scope to me to lead, evidence for establishment my innocence.”

This representation of the workman was turned down and the Superintendent had written to the workman that as Shri Shroff was not directly or indirectly concerned he was duly and validly appointed.

49. Shri Vimavalla had again written to the head office by his letter dated 30th October, 1966 requesting them to review their decision regarding the appointment of the enquiry officer. In this letter he has stated:—

"I am really shocked to learn the affirmation of the fact that Shri H. H. Shroff has been duly and validly appointed as enquiry officer into the case arising out of the above stated charge-sheets...in spite of my request to reconsider the appointment of Mr. H. H. Shroff as enquiry officer against whom I have positively raised by protest as Shri Shroff the Manager is directly concerned with certain routine work of the branch as well as certain incidents of the branch and further we had bitter and strained relations due to our union activities.

I have also expressed my reasonable apprehension that by the said appointment of Mr. H. H. Shroff the Manager of the Surat Branch as enquiry officer I would not be availed of an adequate fair opportunity to present my defence... It will not be possible for him to take an impartial, unbiased and judicious view of the charge-sheets proceedings of the enquiry and the findings since human nature by itself is such and he would be inclined to justify his own allegations by substantiating them from the chair of enquiry officer."

From these letters it is clear that the workman had informed the head office that he would not get justice from the hands of the Manager and it is not known why the Head Office was not inclined to consider his request.

#### *Rulings*

50. Shri Sekhri appearing on behalf of the workman has invited my attention to the various rulings of the Manager during the enquiry and has argued that the whole enquiry was a farce and the workman has not been given a reasonable opportunity; and the Manager had pre-determined the issues and was biased. I do not think it necessary to deal with all the rulings and the circumstances. But it appears from the proceedings that the Manager was unable to take an objective view of the whole situation. I have already referred to the allegations of the union that Shri Vimavalla had intimated the head office about the irregularities committed in the branch office and the top bosses were prejudiced against him. The union has produced a copy of the representation of Shri Vimavalla dated 13th October, 1965 in respect of an excess of Rs. 10 which amount was kept unaccounted for some days. The representative of the workman wanted to cross-examine the witness in respect of this representation made by Shri Vimavalla and though made clear to the enquiry officer the question was disallowed.

Q. "Do you remember any incident of excess amount of Rs. 10 received by the Chief Cashier and complaint made by the union for not crediting such amount to the Sundry creditors account. If so, can you not give date, month or year of the incident in question."

This question was objected to and the enquiry officer ordered that the objection sustained. Even though Shri Sekhri representing the workman told the enquiry officer that the question was to be followed by documentary evidence it was not allowed.

51. It is significant to remember that when the Bank witness Shri Mehta produced in his examination in chief the past memos exhibits 70 to 76 issued to the workman at that stage an objection was raised by the workman's representative but that the stage on objection was over ruled and the memos were allowed to be produced, and the enquiry officer has given the ruling:—

"In view of the W.R. being unable to show from the award that past record has not to be considered and B.R. showing para 19(12-C) from Bi-partite settlement that past record has to be considered the objection is overruled."

52. It is clear from the record that the union had raised an objection for producing the record at the stage when it was produced. All these memos have issued by the Manager and they are signed by him, and though the Manager allowed those documents to be produced before the findings surprisingly these documents have influenced him. He took them into consideration and has observed:—

"Re: ex. 70, 71, 72, 73, 74, and 76, They are put as exhibits by the bank to show the past record representatives that these are abandoned matters



and should not be produced as exhibits during this enquiry. The workman's representative has failed to show that according to the provision of the Award these exhibits cannot be produced and cannot be taken into consideration as past record. This clearly shows how negligently the workman has discharged his duties disobeyed instructions given to him by his superiors and behaved in disorderly manner in the office. Because no action is taken or increment is not stopped it cannot be said that the workman had a clear record in the past but it clearly shows leniency of the Bank. The Bank has given ample opportunities to improve himself."

53. I have already observed that these memos have been issued by the Manager and he was the proper person to prove them. Without any proof they have been admitted and taken into consideration. Leaving aside these irregularities it is very significant to note that the enquiry officer had though allowed these documents to be produced he had denied an opportunity to the workman to rebut the allegations made in these memos by disallowing the request of the workman to direct the management to produce the replies given by the workman to these memos. When the witness was asked he has stated in cross-examination.

W.R. Please refer to the necessary record and say whether the workman had submitted the explanations to Ex. 70, 71, 72, 73, 74, 75 & 76 (although extraneous at this stage).

B.R. Question on these exhibits may not be put as there is no inquiry on these memos. They are produced only for reference.

W.R. Workman's replies to these exhibits had been on record of the Bank and in view of the submitted explanation at the time by the workman the abandoned matter may kindly be not referred to in the interest of justice or alternatively although extraneous from defence view, the replies may also please be taken on record.

B.R. Question overruled.

W.R. Ruling protested.

54. The union had alleged that the three officers had planned to involve the workman. Though there was no periodical routine transfer they transferred him to the D.D. counter and started keeping a record of the mistakes. Shri Dave on behalf of the management has argued that the transfer was a routine one depending on the exigency of the office and there was no question of any plan or design on the part of the management. I have already discussed the circumstances about the transfer. The suggestion that the Manager had no idea about keeping the record cannot at all be accepted. So many instruments which were nearly completed have been kept back without the knowledge of the workman and I do not think that such keeping of the record would be possible without the knowledge of the manager. When Shri Sekhari cross-examined the accountant in respect of keeping of the record surprisingly the Manager disallowed the question. It will appear from the cross examination that the witness has stated:—

W.R. Is it a fact for none of the employees except Mr. S. I. Vmavala you have retained cancelled vouchers as an evidence?

B.R. Question objected as it is irrelevant.

W.R. Question of fact.

E.O. Question overruled.

These instances in my opinion clearly indicate that the manager working as enquiry officer could not take a detached view of things placed before him. He knew all the facts he knew the allegations and the various incidents alleged and there is much substance in the contention of the union that it was humanly impossible for the enquiry officer to take a detached view.

55. I do not think that the ruling quoted by the management will be applicable to the facts of this case. It will appear from the ruling that the railway servant had refused to do the work of coupling and uncoupling of the wagons in the presence of the superior officers. However, it is clear from the judgment that the departmental enquiry was held by some other officer who had made a report to the superior officer. Moreover the delinquent workman had not raised any objection against the superior officer. In the judgment it has been observed:—

"In all departmental enquiries it is the punishing authority which orders suspension and issues notice of enquiry though he may delegate the holding of the departmental enquiry to his subordinates or other

persons. That is why the principle that a prosecutor cannot be a judge is without more not applicable to departmental enquiries. If however allegations are made showing that the punishing authority is personally interested in the matter the position may be different. As the concerned railway servant did not object to the punishing authority dealing with his matter on the alleged disqualification stated *supra* it must be taken that he waived his objection."

I have already referred to the objections raised by the workman and this ruling will therefore not be applicable and it shall have to be held that the appointment of the Manager as the enquiry officer was not proper. When the workman was informed about the enquiry and the appointment immediately had raised objections specifically alleging that the Manager was biased and had been prejudiced. The head office ought to have considered his request. It must be remembered that justice should not only be done but should appear to have been done and it shall have to be held that the workman has not been given a reasonable opportunity. The enquiry was not fair and there are *mala fides* on the part of the management.

#### Past Record.

56. Shri Sekhri the representative of the workman has argued that the management have charged a workman with a long service of 16 years with a clean record. They have charged him with routine mistakes of a clerical nature. No such charge has been framed against any clerk up to this time and this circumstance clearly indicates *mala fides*, discrimination and unfair labour practice. The management have denied these allegations and have alleged that Shri Vimavalls did not have a clean record of service and there was no question of *mala fides*.

57. According to the provisions of the Sastry Award and circulars issued by the head office the bank was required to maintain service books of all the employees. Para 516 of the Sastry Award makes it clear that the employers are required to make entries in the service book about the particulars such as name, date of birth, permanent appointment, promotion, disciplinary action if any taken, any remarks about efficiency or character made by his supervisors, etc., and this clause further states:

"When adverse remarks are made against an employee a gist thereof should be communicated to him in writing with the least possible delay".

It is further clear from paragraph 521 (7) and (8) that an employee if found guilty of a minor misconduct he can be either warned or censured or have an adverse remark entered against him and it is not in dispute that no adverse remarks can be entered in the service record of a disciplinary action unless the employee is given an opportunity to explain the allegations.

58. The management have maintained the service book in respect of the present workman which has been produced at exhibit 79 and it is clear from the evidence of the Bank's witness that there are no adverse remarks against the workman in the service book. Shri Mehta has stated:—

W.R. "Please see ex-79 service folder and confirm the following. There is no remark on the pages 'remarks and observations' on 79/3 except the leave record.

Wit. Yes.

W.R. Please refer to para 85 of the Sastry Award, para 5:117 of the Desai Award sub-paragraph 2 and admit the fact that no increment was stopped of Shri S. I. Vimawala for proved misconduct or gross inefficiency. Further the paragraph will speak itself.

Wit. I have already told you that upto now no increment has been stopped of Mr. Vimawala.

W.R. Will you please confirm that exhibit 79 contains page No. 3 is a stationery form G. 28 sent from the H.Q. for the maintenance of Service Record of Shri S. I. Vimawala and there are no adverse remarks on page 3 and this is the position till this date.

Wit. I have already replied to the question previously. I find no adverse remarks on this exhibit page No. 3.

From these replies it is clear that there are no adverse remarks entered in the service book pertaining to the workman.

59. It is also clear from the evidence that the workman has been awarded his annual increments every year. Paragraph 85 of the Sastry Award deals with

the question of increments and states that as a working rule if in the previous year there are three adverse remarks in the service register of the workman entered against him as result of the management's enquiry into his conduct and after consideration of any explanation given by him it may be taken as a *prima facie* case for stopping the increment at the next stage and for the next year. No increment of the workman was stopped and this also supports the union's contention that the workman has a clean record.

60. The workman has entered service of the bank in the year 1951 and the management has relied upon certain remarks of the previous Manager attached in a folder to the service book. It appears from the findings of the enquiry officer that these remarks are dated 17th June, 1953, 24th June, 1953 and 5th July, 1957. In fact the question of taking the previous record of the delinquent had not come up for consideration before the enquiry officer. However he has considered these remarks and it appears he has been influenced by them. He has observed that there are adverse remarks in the folder made by the then Manager Shri R. T. Parikh and has further observed "this clearly shows that the workman had not a clean record from the beginning" and this shows that he has been influenced by the previous record. Shri Sekhri on behalf of the workman has contended that he had taken objection for the consideration of this record. The adverse remarks were not intimated to the workman nor was there any enquiry and these remarks are mere confidential reports which should not have been considered at all.

61. It is clear from the evidence of Shri Mehta that there was no enquiry at any time against the workman. Shri Mehta the bank's witness has stated:—

W.R. "Can you definitely say that the inquiry proceedings were held at that time against Shri S. I. Vimawala?"

Wit. No enquiry proceedings were held at that time. I do not know whether it was necessary to make inquiry proceedings for misconduct at that time."

In view of this evidence such reports I do not think should have been considered. It has been observed in the ruling reported in 1966 II LLJ page 221 (Karunakaran K.K.) and Director Bureau of Economics and Statistics and others in which adverse remarks against the petitioner were not communicated to him and no opportunity was given to make his representation. In this ruling it was held:—

"It cannot be said that the departmental promotion committee was acting in a judicial capacity if they looked into the confidential reports against the petitioner when the petitioner had no opportunity to make his representations against the adverse remarks."

Moreover these remarks have been made after the Sastry Award was brought into force and in view of the mandatory provisions of the Sastry Award I do not think that the remarks should have been considered and that too after a lapse of so many years. Shri Vimawala had been granted increment every year and it shall have to be held that he has got a clean record. However, the question of starting proceedings against any delinquent will not depend upon the question whether he has got a clean record or an unclean record. If he has committed a misconduct his record will both come in the way of the management to start proceedings against him.

#### *Clerical mistakes of a routine nature*

62. It is alleged that the workman was charged for routine clerical mistakes. This was the first case in the banking industry where a clerk is charged for such mistakes and the management was indulging in discrimination and unfair labour practice. I have already quoted the types of mistake alleged to have been committed which are listed in the memos. On the face of them all except one they appear to be clerical mistakes. This will be made clear even from the evidence on the witness who has reluctantly admitted that fact. He has stated:

W.R. "How would you differentiate between a clerical mistake to any other mistake committed in the Bank's routine."

Wit. The mistakes committed by clerks in doing their work I take it as a clerical mistake.

Then the witness was further asked:—

WR. "Is it or is it not a fact that such mistakes are inherent in the work of different counters including the D.D. counter of the like committed by Shri Vimawala as alleged in the charge-sheets."

The witness had given an evasive reply. He said

Wit. "In respect of D.D. counter, junior persons who worked on that counter did not commit so many mistakes and of the serious nature"

after this reply there were objections and discussions and finally he has given the reply:—

"Yes it is inherent in case of who are not experienced in routine work and not inherent in case of who are seniors and who have worked for a very long time."

63. Shri N. P. Desai who has been examined on behalf of the union has also supported the contention that the mistakes were of a routine clerical nature. Shri Desai is in the service of the bank for the last 18 years and has worked at almost all tables such as cash receiving counter, payment counter, receiving counter clearing counter, outward bills collections, D.D. payable counter, inward bills for collection etc. He has stated:—

"I am well acquainted with the type of mistakes referred to in this case and three memos against Shri Vimawalla. I had found similar mistakes in the D.D.s received by the Surat Bank or issued by other banks or branches of UCO bank. Such drafts with mistakes corrected were paid by Surat branch without any objection or reference to the issuing branch of the Bank. . . . After these memos were issued and enquiries were held against the clerks in other branches for such routine clerical mistakes and there was no enquiry. Such mistakes occur at the D.D. counter and other counters including current savings etc."

"The union has also produced all the demand drafts received by the Surat branch from other branches in the months of January and February 1967. They are in all 132, and have been produced at exhibit B-20 1 to 132. The union has also made a chart about the various mistakes committed in each branch and this chart is at exhibit B-21, and it shows that in each of these documents either there is a mistake in writing the name for date or the serial number or amount in words, the application of proteolograph etc., and this evidence also corroborates the union's contentions that the mistakes are routine, clerical errors committed without any intention and ordinarily the clerk will not be charged for such errors.

64. It is significant to note that the various Tribunals appointed in the disputes in the banking industry have taken into consideration this aspect of the industry and have made provisions in the awards. The various instruments the clerks are required to be checked by the higher officers who are paid supervisory allowance and these employees in addition to their routine duties have to carry out this checking etc. In the Bi-Partite Settlement it has been mentioned under the heading Head Clerk that their duties involved passing independently cash, clearing and transfer cheques, vouchers etc. It has been further made clear that passing will include verification of signatures and scrutiny as to the correctness of endorsements and other particulars of such instruments. It will also include checking and initialling the relative entries in the respective books of accounts etc. It is clear from the evidence of Shri Mehta that after the D.D. and other instruments are prepared by the clerks they are submitted to the Accountant or to the Cashier or the Manager for checking. He has stated:—

W.R. "Is it a fact or not that it is a duty of the Supervisor, Head Clerks, Departmental-in-Charge to check all the vouchers and/or instruments as to its correctness and that is why either they are paid some special allowance or they opt for Bank's scale in lieu thereof.

Wit. Yes it is the duty of the supervisor to check the work and the instrument forwarded to them, officers and supervisors are paid higher emoluments for the responsible work they are doing.

Witness volunteered:—It does not mean that the clerk gets a licence to commit mistake and accept improper instruments because officers are to check later on."

Thus it is clear that provision has been made in the award for checking the instruments and correcting the mistakes and it shall have to be held that the mistakes alleged are of a routine clerical nature.

65. This will be further corroborated from the circumstance that in the three memos which are styled by the management as charge-sheets and which are of a formal nature the management had committed various mistakes and after the enquiry had proceeded and was at the end they had corrected the charge-sheets. The mistakes were of writing wrong dates, figures etc., and the charge-sheets were

allowed to be amended. This will be clear from a reference to the enquiry proceedings on page 234 when the workman's representatives had taken objections. It is mentioned:—

W.R. To E.O. "On this date the learned E.O. has handed over a letter dated 22nd May, 1967 to the workmen containing the corrections six in all. At this stage such letter signed by E.O. and its introduction is protested as it is against the rules of natural justice. Therefore as protested before the corrections referred to in his letter the letter is accepted under protest lest the workman may not be accused of insubordination.

E.O. These are the typographical mistakes found during the course of enquiry and already pointed out by B.R. and also recorded in the inquiry. There is no fresh charge and there is no question of denial of natural justice.

It is significant to note that such clerical mistakes occur not only in the writing by the clerks but even by the supervisors while correcting the instruments and taking all these circumstances into consideration the bank maintains some accounts to adjust the mistakes and considering the evidence it shall have to be held that the workman is charged mostly for routine clerical mistakes.

#### Percentage of mistakes

66. Moreover if we see the number of mistakes committed and the volume of work done by him during the period in question the clerical mistakes are of negligible percentage. I have gone through the evidence and have found that during the period the workman has written about 3000 demand drafts, 400 to 450 voucher transfers, 600 advices, similar number of contra vouchers. The mistakes proved are about 9 regarding figures and words in D.D.s, 9 in payees' names, 9 in serial numbers, 1 in rubber stamp, thus about 28 in Demand Drafts, 2 in Manager's cheques, 2 in mail transfer and 2 in advices and thus if we see the total number of mistakes it comes below 1 per cent. It cannot be ignored that the management was particular from the very first day to maintain a record of the mistakes committed by the workman and considering this circumstance it shall have to be held that the percentage is negligible and ordinarily no management would take proceedings against a clerk for such mistakes.

67. I have already quoted the evidence of Shri N. P. Desai who has stated that he has made enquiries and found that no clerk was charged for such mistakes. It is further significant to note that whenever questions were put to the witness to show discrimination those questions were disallowed. It has come in evidence that even the clerks who were doing work at the D.D. counter had committed similar mistakes but no proceedings were taken and such questions were not allowed as the enquiry had nothing to do with the mistakes committed by others and this circumstance shows that there is much substance in the contention raised by the union that the management had started the proceedings with *mala fides* from the beginning.

68. The evidence shows that the relations between the workman and the three top executives at the branch were strained. The manager served various memos to the workman and had been prejudiced against him. Even after serving the present memos the manager made reports against him to the head office before receiving his reply and suggested to the head office to suspend him immediately he resumed after his leave and considering the evidence it is virtually impossible for such a person to act as an impartial judge against the workman. The position of the Manager in this case is clearly that of a complainant and witness. The workman had brought this fact to the notice of the management to the head office and they should not have appointed him as the enquiry officer. He had acted both as a prosecutor and as a judge and the enquiry is against the principles of natural justice. The circumstances also clearly indicate *mala fides* on the part of the management. Under the circumstances this is a fit case for interfering with the findings and it shall have to be held that the action of the management of the United Commercial Bank in discharging Shri S. I. Vlmavala from service with effect from 8th June 1967 is not at all justified and the further question is the relief to which he is entitled.

#### Relief

69. Shri Sekhri on behalf of the workman has argued that as the proceedings have been started with *mala fide* intentions and the enquiry was unfair the workman is entitled to be reinstated with full back wages and other benefits. He has further brought to my notice the special circumstances about the enquiry in this

case and has submitted that the Manager was holding the enquiry piecemeal only for two hours every day. It was going on for five months from 11th January, 1967 to 8th June, 1967. He had to come from Kanpur for the enquiry. Though he several times requested the Manager to hold the enquiry continuously and finish it up no attention was paid to his requests and considering the circumstances the union should be granted full costs as provided in the bank award with a direction that Shri N. P. Desai who was attending to the case should be treated as on duty.

70. It will appear from the record of the conciliation proceedings that the management was ready to reinstate the workman but they had put certain conditions which were not acceptable to the union. I have found that the enquiry was started with a *mala fide* intention. The manager who was the enquiry officer was acted both as a prosecutor and as judge. It was not a fair and proper enquiry and the order of discharge is illegal. It is not justified and the proper relief order will be to reinstate the workman. It appears that during the period in question the workman was doing some part time service. In the circumstances I hold that he is entitled to be reinstated to his former post with half back wages including all allowances. It further appears that during the period of the proceedings there was a question about his increments. As he has been reinstated he will be entitled to claim all the benefits including the increments as and when they became due.

71. As regards costs, it is clear from the enquiry proceedings that the enquiry was a long drawn out affair. Before me also evidence was recorded and the arguments were heard for days together and it will be proper to grant to the union costs of Rs. One thousand. Shri N. P. Desai who is a bank employee and who attended to the enquiry and was helping the workman will be treated as on duty.

Hence my award accordingly.

(Sd.) A. T. ZAMBRE,  
Presiding Officer,

Central Government Industrial Tribunal,  
Bombay.

[No. 51/54/67/LRIII.]

## ORDERS

*New Delhi, the 15th May 1970*

**S.O. 1969.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Premier Insurance Company Limited, Mysore and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government consider it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri B. M. Jayamahadeva Prasad, shall be the Presiding Officer with headquarters at Bangalore and refers the said dispute for adjudication to the said Tribunal.

### SCHEDULE

“Whether the management of the Premier Insurance Company Limited, Mysore-2, are justified in retrenching four workmen, namely Miss. N. Kasuma, Miss Annapurna Devi, Miss Vijayamma and Mr. B. J. Manjunath, with effect from 17th October, 1969? If not, what relief are they entitled to?”

[No. 40/15/70-LRI.]

**S.O. 1970.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bank of Baroda and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947),

the Central Government hereby constitutes an Industrial Tribunal of which Shri K. P. Gupta shall be the Presiding Officer, with headquarters at Allahabad and refers the said dispute for adjudication to the said Tribunal.

#### SCHEDULE

Whether the action of the management of the Bank of Baroda was justified in terminating the services of Shri Raman Lal Agarwal, Accounts Clerk-cum-Typist, Civil Lines Branch, Allahabad? If not, to what relief is he entitled?

[No. 23/2/70/LRIII.]

*New Delhi, the 18th May 1970*

**S.O. 1971.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, No. 1, Bombay constituted under section 7A of the said Act.

#### SCHEDULE

Whether the action of the management of Punjab National Bank was justified in reverting Shri C. K. Patel working at Kadi Pay Office of the Bank to the post of Clerk-cum-Cashier with effect from the 1st December, 1966 after having allowed him to work as Supervisor with effect from the 17th September, 1960. If not, to what relief is he entitled?

[No. 23/7/70-LRIII.]

*New Delhi, the 20th May 1970*

**S.O. 1972.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the All India General Insurance Company Limited, New Delhi and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Delhi, constituted under section 7A of the said Act.

#### SCHEDULE

“Whether the management of the All India General Insurance Company Limited, New Delhi, was justified in terminating the services of Shri Nand Kishore, Peon, with effect from 30th November, 1969. If not, to what relief is the workman entitled?”

[No. 40/6/70-LRI.]

S. S. SAHASRANAMAN, Under Secy.

### (Department of Labour and Employment)

*New Delhi, the 20th May 1970*

**S.O. 1973.**—In pursuance of section 7 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), the Central Government hereby publishes the following report of the Fund's activities financed under the said Act, during the year ended the 31st March, 1969, together with a Statement of Accounts for that year.

#### Part I

General.—The Iron Ore Mines Labour Welfare Fund has been constituted under the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), which

provides for the levy and collection of a cess on the production of iron ore for the financing of activities to promote the welfare of labour employed in the iron ore mining industry. The Act provides for the levy of a cess at a rate not exceeding 50 paise per metric tonne of iron ore produced. The present rate of levy is 25 paise per metric tonne. The Act is applicable to the whole of India except the State of Jammu & Kashmir. The Act was enforced with effect from the 1st October, 1963, except in the Union Territory of Goa, Daman & Diu where it came into force from the 1st October, 1964.

2. To advise the Central Government on matters connected with the administration of the Act, the Central Government had constituted five Advisory Committees representing Government, the owners of iron ore mines and workmen employed in the iron ore mining industry, i.e., one each for the States of Andhra Pradesh and Mysore, Bihar, Orissa, Madhya Pradesh and Maharashtra, and the Union Territory of Goa, Daman & Diu. The Co-ordinating Committee, which included officials only and was hitherto only co-ordinating the activities of these Advisory Committee was replaced by a tripartite Central Advisory Board in November, 1967. At its First Meeting held on the 19th January, 1968, the Board recommended that each State should have a separate Advisory Committee with the Labour Minister of the State as its Chairman. The Central Government accepted this recommendation and amended the Iron Ore Mines Labour Welfare Cess Rules, 1963 to give effect to this decision. Accordingly, Advisory Committee were set up during the year, one each for the States of Andhra Pradesh, Bihar, Madhya Pradesh, Maharashtra, Mysore, Orissa, and for the Union Territory of Goa, Daman & Diu, with the respective Labour Minister as its Chairman. The Central Advisory Board for Iron Ore Mines Labour Welfare Fund was also re-constituted on the 20th December, 1968.

3. The Welfare activities for which the proceeds of cess are to be utilised under the Act relate to improvement of public health and sanitation, the prevention of disease and the provision and improvement of medical facilities, water supply and facilities for washing, provision and improvement of educational facilities, improvement of standards of living including housing and nutrition, amelioration of social conditions, provision of recreational facilities and the provision of transport to and from work.

4. The following welfare measures have so far been undertaken in the State of Andhra Pradesh, Bihar, Madhya Pradesh, Maharashtra, Mysore, Orissa and the Union Territory of Goa, Daman and Diu.

(i) *Medical facilities.*—The medical facilities provided include a 10 bedded Emergency Hospital at Barajamda in the Bihar State, two Primary Health Centres at Joda and Joruri in the State of Orissa, two mobile medical units in the State of Madhya Pradesh, two mobile dispensaries in the State of Mysore and one mobile dispensary in the Union territory of Goa, Daman and Diu. T.B. beds are reserved for the use of iron ore miners and their families in various regions. The number of beds reserved in T. B. Sanatorium, Ranchi, has been raised from 25 to 30. Financing assistance to the iron ore mine workers and their families suffering from T.B. is given by the Fund. Arrangements have also been made for the treatment of leprosy patients in the mission hospital at Purulia. The Scheme for specialised eye treatment for iron ore workers was continued in the States of Madhya Pradesh and Maharashtra. An X-Ray machine of 100 M.A. capacity was installed at the Rajhara Mines Hospital. An amount of Rs. 34,060 was spent for this purpose by the Fund. Grants-in-aid were also given to mine owners who maintain dispensaries and maternity homes for the benefit of iron ore mine workers and their families. Arrangements were also made for the treatment of iron ore mine workers suffering from mental diseases.

(ii) *Educational facilities.*—Scholarships have been continuously granted to the children of Iron Ore Miners studying in various classes. A total amount of about Rs. 1,01,475 was spent for this purpose in various regions. In the Union territory of Goa, Daman and Diu, an expenditure of Rs. 800 was incurred for providing mid-day meals to the children of Iron Ore Miners studying in schools. In the State of Orissa, a sum of Rs. 13,094, was spent for providing uniforms for the primary school-going children. An expenditure of Rs. 4,000 was also incurred for this purpose in the State of Mysore. In the State of Madhya Pradesh, an amount of Rs. 7,065 was paid to two primary schools of Rajhara mines for the purchase of furniture and educational equipment. In Orissa also, a sum of Rs. 1,847 was paid to 3 Primary Schools for purchase of furniture etc.



- (iii) *Recreational facilities.*—(a) Twenty eight out of thirty Multipurpose Institutes sanctioned in Orissa region continued to function for promoting recreational, educational and cultural activities for iron ore mine workers. Of these, four Institutes have been developed as full-fledged Multi-purpose Institutes. Three Multipurpose Institutes were sanctioned for the Goa region. Such Multipurpose Institutes were also functioning in the States of Madhya Pradesh and Maharashtra. In the State of Bihar, while a women-cum-children's section under the Multipurpose Institute was already functioning at Barajamda, four more such sections were sanctioned one each for Noamundi, Gua, Chiria and Kiriburu. In the State of Mysore, about 35 radios were purchased and distributed to mine owners for the benefit of iron ore mine workers. In the Union territory of Goa, Daman and Diu also, radio sets with loud speakers were provided to 26 mine owners for the use of the mine workers at a cost of Rs. 16,120. In Madhya Pradesh, ten Radio Centres were set up for providing recreational facilities to the iron ore miners. An expenditure of Rs. 20,662 was incurred for this purpose.
- (b) Excursion-cum-study tours for iron ore miners were also arranged in the States of Bihar, Madhya Pradesh and Orissa and in the Union territory of Goa, Daman and Diu.
- (c) A sum of Rs. 338 was spent on the Holiday-Home at Bhubaneswar.
- (d) A sum of Rs. 12,716 was spent on the Scheme for Exhibition of films to iron ore miners in the State of Orissa. In the Union territory of Goa, Daman and Diu, a mobile cinema van for the purpose of exhibition films to iron ore miners was sanctioned. In the State of Madhya Pradesh a 35 mm film projector was provided in Raihara mining area for regular exhibition of educational, cultural and social films. Similarly a 16 mm film projector was provided in the Redi and Bailadila mines area. A sum of Rs. 30,600 was spent for this purpose.
- (iv) *Drinking water facilities.*—Steps have been taken to sink wells in various regions under Schemes similar to those already approved for the coal miners. In the State of Mysore, the digging of two wells was sanctioned in Bellary District to provide drinking water to the iron ore mine workers.
- (v) *Housing facilities.*—In the State of Orissa a sum of Rs. 4 lakhs was spent on construction of houses under various Housing Schemes. In the State of Bihar, 168 houses under the New Housing Scheme and 30 houses under the Low Cost Housing Scheme were completed. In the State of Madhya Pradesh, a sum of Rs. 4 lakhs was sanctioned for construction of 100 tubular houses in the Bailadila mining area. In the State of Mysore 208 houses under the New Housing Scheme were sanctioned for construction.
- (vi) *Co-operative Stores.*—A Central Co-operative Store and 13 primary co-operative stores have been set up in the State of Orissa. Besides there is a Central Consumers' Store in Bihar.
- (vii) *Iron Ore Mines Fatal and Serious Accident Benefit Scheme.*—Financial assistance of Rs. 1,095 under the Scheme was given in the Union territory of Goa, Daman and Diu. In the State of Orissa also a sum of Rs. 2,000 was spent on the said scheme.

5. The following steps have been taken in order to activate the welfare activities for the benefit of iron ore mine workers, namely:—

- (1) *Priorities.*—For the 4th Plan period, beginning with 1969-70, the following three priorities have been laid down:
- (i) Water supply facilities.
  - (ii) Housing facility, and
  - (iii) Health facilities.

2. *Welfare Complex.*—It has been decided to bring an integration of ten level posts so that not only the Iron Ore Mines Labour Welfare Fund but also the Coal Mines Labour Welfare Fund and the Mica Mines Labour Welfare Fund—which are the other two statutory Funds for miners—are serviced adequately and efficiently with minimum cost.

3. *Common Welfare Strategy*.—It has been decided to follow a common Welfare Strategy for the three Funds. A Scheme of priorities for the three Funds has been established.
4. *Combined Meeting of Central Advisory Boards of the Three Funds*.—It is proposed to hold from time to time combined meetings of the two Central Advisory Boards for the Iron and the Mica Funds and the Central Advisory Committee for the Coal Fund.
5. *Committee for Development of Prototypes*.—A Committee for the Development of Prototype Schemes was appointed on the recommendation of Central Advisory Board at its second meeting held on the 18th January, 1969 so that once a Scheme had been prepared and approved it could be implemented without delay. The Committee has since submitted its report.
6. *Guidance, supervision and control*.—For better guidance, supervision and control of the activities of the three Funds, the following posts have been created:—
  - (1) Director (Iron and Mica)
  - (2) Director (Health Services).
7. *Stability for Central Advisory Boards*.—As against the Boards being re-constituted every year, the Boards have now been set up for three years.
8. *Full-time Chairman*.—A full time Welfare Commissioner has been appointed in the Union territory of Goa, Daman and Diu so as to have rapid progress in welfare work in that territory.

#### Part II

##### Statement of Accounts for the year 1968-69

	Receipts Rs.	Expenditure Rs.
Opening balance as on 1st April, 1968 . . . . .	1,99,12,016.00	
Receipts during the year . . . . .	77,16,165.00	
Expenditure during the year . . . . .		28,92,223.00
Closing balance on 31st March, 1969 . . . . .		2,47,35,958.00
	<u>2,76,28,181.00</u>	<u>2,76,28,181.00</u>

#### Part III

##### Estimates of Receipts and Expenditure for the year 1969-70

Estimated Receipts . . . . .	Rs. 72,00,000.00
Estimated Expenditure . . . . .	Rs. 65,64,000.00

[No. 9/3/69-MIII]

C. R. NAIR, Under Secy.

(श्रम और रोजगार विभाग)

नई दिल्ली 20, मई, 1970

फा० आ० 1973.—लोह अयस्क खान श्रम कल्याण उपकर अधिनियम, 1961 (1961 का 58) की धारा 7 के अनुसरण में केन्द्रीय सरकार एतद्वारा उक्त अधिनियम के अधीन, 31 मार्च 1969 को समाप्त हुए वर्ष के दौरान, वित्त घोषित निधि के क्रिया कलापों को निम्नलिखित रिपोर्ट, उस वर्ष के लिए, लेखा विवरण के साथ प्रकाशित करती है।

## भाग 1

साधारण—लोह अयस्क खान श्रम कल्याण निधि, लोह अयस्क खान श्रम कल्याण उपकर अधिनियम, 1961 (1961 का 58) के अधीन गठित की गई है, जिसमें लोह अयस्क खान उद्योग में नियोजित श्रम के कल्याण के संवर्धन के लिए क्रियाकलापों को वित्तपोषित करने के लिए लोह अयस्क के उत्पादन पर उपकर के उद्ग्रहण और संग्रहण के लिए उपबन्ध है। अधिनियम में 50 पैसे प्रति मीट्रिक टन उत्पादित लोह अयस्क से अनधिक की दर पर एक उपकर के उद्ग्रहण के लिए उपबन्ध है। उद्ग्रहण की वर्तमान दर 25 पैसे प्रति मीट्रिक टन है। अधिनियम जम्मू-कश्मीर राज्य के सिवाय सम्पूर्ण भारत को लागू है। गोवा, दमण और दीव के संघ राज्यक्षेत्र के सिवाय जहां अधिनियम 1 अक्टूबर, 1964 से प्रवृत्त हुआ था, यह अधिनियम 1 अक्टूबर 1963 से प्रवर्तित किया गया था।

2. अधिनियम के प्रशासन से सम्बद्ध विषयों पर केन्द्रीय सरकार को सलाह देने के लिए केन्द्रीय सरकार ने सरकार, लोह अयस्क खानों के स्वामियों और लोह अयस्क खान उद्योग में नियोजित कर्मचारों का प्रतिनिधित्व करने वाली पांच सलाहकार समितियां गठित की थीं अर्थात् आन्ध्र प्रदेश और मैसूर, बिहार, उड़ीसा, मध्यप्रदेश और महाराष्ट्र राज्यों तथा गोवा, दमण और दीव के संघ राज्य क्षेत्र के लिए एक एक। समन्वयकारी समिति, जिसमें केवल पदधारी थे और जो अब तक इन सलाहकार समितियों के क्रियाकलापों को समन्वित करती थी का स्थान नवम्बर 1967 में एक त्रिपक्षीय केन्द्रीय सलाहकार बोर्ड ने ले लिया था। बोर्ड ने 19 जनवरी 1968 को हुए अपने प्रथम अधिवेशन में सिफारिश की थी कि हर राज्य में एक पृथक सलाहकार समिति होनी चाहिए जिसका अध्यक्ष उस राज्य का श्रम मंत्री हो। केन्द्रीय सरकार ने यह सिफारिश स्वीकार करली और इस विनिश्चय को प्रभावी करने के लिए लोह अयस्क खान श्रम कल्याण उपकर नियम, 1963 को संशोधित कर दिया। तदनुसार आन्ध्र प्रदेश, बिहार, मध्यप्रदेश, मैसूर, उड़ीसा राज्यों और गोवा, दमण और दीव के संघ राज्य क्षेत्र में से हरेक के लिए एक एक सलाहकार समितियां स्थापित की गई जिसका अध्यक्ष उनका अपना अपना श्रम मंत्री था। लोह अयस्क खान श्रम कल्याण निधि के लिए केन्द्रीय सलाहकार बोर्ड भी 20 दिसम्बर, 1968 को पुनर्गठित किया गया था।

3. कल्याण क्रियाकलाप, जिनके लिए उपकर के आगमों का अधिनियम के अधीन उपयोग किया जाना है, लोक स्वास्थ्य और स्वच्छता, रोग निवारण और चिकित्सीय सुविधाओं की व्यवस्था और सुधार, जल प्रदाय और धुलाई के लिए सुविधाओं, शिक्षा सुविधाओं की व्यवस्था और सुधार, आवासन और पोषण सहित जीवनयापन के स्तरों का सुधार, सामाजिक दशाओं के सुधार, मनोरंजन सम्बन्धी सुविधाओं की व्यवस्था तथा काम पर जाने और वहां से लौटने के लिए परिवहन की व्यवस्था से सम्बद्ध है।

4. आन्ध्र प्रदेश, बिहार, मध्य प्रदेश, महाराष्ट्र, मैसूर, उड़ीसा राज्यों और गोवा, दमण और दीव के संघ राज्य क्षेत्र में अभी तक निम्नलिखित कल्याण सम्बन्धी उपाय किए गए हैं।

- (1) **चिकित्सीय सुविधायें** :—जिन्हें चिकित्सीय सुविधाओं की व्यवस्था की गई है उनके अन्तर्गत बिहार राज्य में बड़ा जाम्दा में एक 10 शैयाओं वाला आपात अस्पताल, उड़ीसा राज्य में जोड़ा और जोरूरी में दो प्राथमिक स्वास्थ्य केन्द्र, मध्य प्रदेश राज्य में दो चलने फिरते चिकित्सीय एकक, मैसूर राज्य में दो चलते फिरते औषधालय और गोवा, दमण और दीव के संघ राज्य क्षेत्र में एक चलता फिरता औषधालय है। विभिन्न प्रदेशों में लोह अयस्क खानों और उनके कुटुम्बों के लिए टी० बी० (क्षयरोग) शैथ्याएं आरक्षित हैं। टी० बी० सेनेटोरियम, रांची में आरक्षित शैथ्याओं की संख्या 25 से बढ़ा कर 30 कर दी गई है। क्षय रोग से पीड़ित लोह अयस्क खानों और उनके कुटुम्बों को वित्तीय सहायता निधि द्वारा दी जाती है। कुपट

रोगियों की पुरुलिया स्थित मिशन अस्पताल में चिकित्सा के लिए भी इंतजाम किया गया है। लोह अयस्क कर्मकारों के लिए विशेष नेत्र चिकित्सा स्कीम मध्य प्रदेश और महाराष्ट्र राज्यों में जारी रखी गई। राजहारा खान अस्पताल में 100 गम० ग० सामर्थ्य की एक एक्स-रे-मशीन प्रतिष्ठापित की गई थी। निधि द्वारा इस प्रयोजन के लिए 34,060 रु० की रकम खर्च की गई थी। जो खान स्वामी लोह अयस्क खान कर्मकारों और उनके कुटुम्बों के फायदे के लिये औषधालय और प्रसूतिग्रह की व्यवस्था रखते हैं उन्हें सहायता अनुदान भी दिए गए थे। मानसिक रोगों में पीड़ित लोह अयस्क खान कर्मकारों की चिकित्सा के लिए भी इंतजाम किए गए थे।

- (ii) **शिक्षा सम्बन्धी सुविधायें** :—विभिन्न कक्षाओं में पढ़ रहे अयस्क खनिकों के बालकों को छात्रवृत्तियां निरन्तर दी जाती रही हैं। विभिन्न प्रदेशों में इस प्रयोजन के लिए लगभग 1,01,475 रु० की कुल रकम खर्च की गई। गोवा, दमण और दीव के संघ राज्य क्षेत्र में 800 रु० का व्यय स्कूलों में पढ़ रहे लोह अयस्क खनिकों के बालकों को दोपहर का खाना देने के लिए किया गया। उड़ीसा राज्य में 13,094 रु० की राशि प्राथमिक स्कूल में जाने वाले बालकों के लिए पोशकों की व्यवस्था करने के लिए खर्च की गई थी। इस प्रयोजन के लिए 4000 रु० का व्यय मैसूर राज्य में भी किया गया था। मध्य प्रदेश राज्य में 7,065 रु० की रकम राजहारा खानों के दो प्राथमिक स्कूलों को फर्नीचर और शिक्षा सम्बन्धी उपस्कर खरीदने के लिए दी गई थी। उड़ीसा में, भी, 1,847 रु० की राशि तीन प्राथमिक स्कूलों को फर्नीचर आदि खरीदने के लिए दी गई थी।

- (iii) **मनोरंजन सम्बन्धी सुविधायें** :—(क) उड़ीसा प्रदेश में मंजूर किए गए तीस बहु-उद्देशीय संस्थानों में से अठारह संस्थान लोह अयस्क खान कर्मकारों के लिए मनोरंजन सम्बन्धी, शैक्षिक और सांस्कृतिक क्रियाकलापों के संवर्धन के लिए कार्य करते रहे। इनमें से चार संस्थानों का पूर्णरूपेण बहु-उद्देशीय संस्थानों के रूप में विकास किया गया है। तीन बहु-उद्देशीय संस्थान गोवा प्रदेश के लिए मंजूर किए गए थे। ऐसे बहु-उद्देशीय संस्थान मध्य प्रदेश और महाराष्ट्र राज्यों में भी कार्य कर रहे थे। बिहार राज्य में बहुउद्देशीय संस्थानों के अन्तर्गत एक नारी-एवं बाल अनुभाग पहले ही बड़ा जाम्वा में कार्य कर रहा था; इसके अलावा चार और ऐसे अनुभाग भी मंजूर किए गए थे—नोआमुंडी, गोआ, चिड़िया और किरौबूर के लिए एक एक। मैसूर राज्य में लगभग 35 रेडियो खरीदे गये थे और लोह अयस्क खान कर्मकारों के फायदे के लिए खान स्वामियों को वितरित किए गए। गोवा, दमण और दीव में भी 16,120 रु० की लागत के लाउडस्पीकरों सहित रेडियो सेट खान कर्मकारों के उपयोग के लिए 26 खान-स्वामियों को दिए गए थे। मध्य प्रदेश में, लोह अयस्क खनिकों को मनोरंजन सम्बन्धी सुविधायें प्रदान करने के लिए दस रेडियो केन्द्र स्थापित किए गए। इस प्रयोजन के लिए 20,662 रु० का व्यय हुआ।

- (ख) बिहार, मध्य प्रदेश और उड़ीसा राज्यों में और गोवा, दमण और दीव के संघ राज्य क्षेत्र में लोह अयस्क खनिकों के लिए भ्रमण एवं अध्ययन दौरों का भी इंतजाम किया गया था।

- (ग) 338 रु० की राशि भुवनेश्वर स्थित हालीडे होम (अवकाश गृह) पर खर्च की गई ।
- (घ) 12,716 रु० की राशि उड़ीसा राज्य में लौह अयस्क खनिकों को फिल्म प्रदर्शित करने की स्कीम पर खर्च की गई । गोवा, दमण और दीव के संघ राज्य क्षेत्र में लौह अयस्क खनिकों को फिल्में प्रदर्शित करने के प्रयोजन के लिए एक चलता फिरता सिनेमा वाहन मंजूर किया गया । मध्य प्रदेश राज्य में राजहारा खनन क्षेत्र में शैक्षिक, सांस्कृतिक और सामाजिक फिल्मों के नियमित प्रदर्शन के लिए एक 35 मिलीमीटर फिल्म प्रोजेक्टर की व्यवस्था की गई । इसी प्रकार रेड्डी और बैलाडिला खान क्षेत्रों में एक 16 मिलीमीटर फिल्म प्रोजेक्टर की व्यवस्था की गई । इस प्रयोजन के लिए 30,600 रु० की राशि व्यय की गई थी ।
- (iv) **पेय जल की सुविधायें** :—कोयला खनिकों के लिए पहले ही अनुमोदित स्कीमों के समरूप स्कीमों के अन्तर्गत विभिन्न प्रदेशों में कुएं गलाने के लिए कदम उठाए गए । मैसूर राज्य में लौह अयस्क खान कर्मकारों के लिए पेय जल की व्यवस्था करने के लिए बेल्लारी जिले में दो कुओं को खोदने की मंजूरी दी गई ।
- (v) **आवास सुविधायें** :—उड़ीसा राज्य में 4 लाख रुपये की राशि विभिन्न आवासन स्कीमों के अन्तर्गत मकानों के सन्निर्माण पर खर्च की गई । बिहार राज्य में 168 मकान नई आवासन स्कीम के अन्तर्गत और 30 मकान कम लागत आवासन स्कीम के अन्तर्गत पूरे किए गए । मध्य प्रदेश राज्य में 4 लाख रुपये की राशि बैलाडिला खनन क्षेत्र में 100 नलाकार मकानों के सन्निर्माण के लिए 4 लाख रुपये की राशि मंजूर की गई थी । मैसूर राज्य में नई आवासन स्कीम के अन्तर्गत सन्निर्माण के लिए 208 मकान मंजूर किए गए थे ।
- (vi) **सहकारी भण्डार** :—उड़ीसा राज्य में एक केन्द्रीय सहकारी भण्डार और 13 प्राथमिक सहकारी भण्डार स्थापित किए गए हैं । इसके अलावा बिहार में एक केन्द्रीय उपभोक्ता भण्डार है ।
- (vii) **लौह अयस्क खान प्राणिक और गम्भीर दुर्घटना फायदा स्कीम**—इस स्कीम के अन्तर्गत गोवा, दमण और दीव के संघ राज्य क्षेत्र में 1,095 रु० की वित्तीय सहायता दी गई थी । उड़ीसा राज्य में भी उक्त स्कीम पर 2000 रु० खर्च किए गए थे ।

5. लौह अयस्क खान कर्मकारों के फायदे के लिए कल्याण क्रियाकलापों को सक्रिय बनाने के उद्देश्य से निम्नलिखित कदम उठाए गए हैं, अर्थात् :—

1. **पूर्विकताएं** :—1969-70 से आरम्भ होने वाली चतुर्थ योजना कालावधि के लिए निम्नलिखित तीन पूर्विकताएं निर्धारित की गई हैं ।

- (i) जल प्रदाय सुविधायें,
- (ii) आवास सुविधा, और
- (iii) स्वास्थ्य सुविधा ।

2. **सममिश्र कल्याण** :—उच्चतम स्तर के पदों का एकीकरण करने का विनिश्चय किया गया है जिससे कि न केवल लौह अयस्क खान श्रम कल्याण निधि बल्कि कोयला खान श्रम कल्याण निधि और अन्नक खान श्रम कल्याण निधि भी—जो खनिकों के लिए दो

अन्य कानूनी निधियां हैं न्यूनतम लागत पर पर्याप्त रूप से और दक्षतापूर्वक बनाई जा सके।

3. सामान्य कल्याण नीति :—इन तीन निधियों के लिए एक सामान्य कल्याण नीति का अनुसरण करने का विनिश्चय किया गया है। इन तीन निधियों के लिए पूर्विकताओं की एक स्कीम बनाई गई है।
4. इन तीन निधियों के केन्द्रीय सलाहकार बोर्डों का मिलाजुला अधिवेशन :—लौह और अभ्रक निधियों के लिए दो केन्द्रीय सलाहकार बोर्डों और कोयला निधि के लिए केन्द्रीय सलाहकार समिति के समय समय पर मिले जुले अधिवेशन करने की प्रस्थापना है।
5. आदिरूप स्कीमों के विकास के लिए समिति :—आदिरूप स्कीमों के विकास के लिए एक समिति केन्द्रीय सलाहकार बोर्ड की 16 जनवरी, 1969 को हुई उसके द्वितीय अधिवेशन में की गई सिफारिश पर नियुक्त की गई थी जिससे कि किसी स्कीम के एक बार तैयार और अनुमोदित हो जाने पर उसे बिना विलम्ब क्रियान्वित किया जा सके। उस समिति ने अपना रिपोर्ट पेश कर दी है।
6. मार्गदर्शन, पर्यवेक्षण और नियन्त्रण :—तीनों निधियों के क्रियाकलापों के और बेहतर मार्ग दर्शन, पर्यवेक्षण और नियंत्रण के लिए निम्नलिखित पदों की दृष्टि की गई है :—
  - (1) निदेशक (लौह और अभ्रक)
  - (2) निदेशक (स्वास्थ्य सेवाएं)।
7. केन्द्रीय सलाहकार बोर्डों का स्थापित्व :—बोर्डों को हर वर्ष पुनर्गठित करने के बजाए अब उन बोर्डों को तीन वर्ष के लिए स्थापित किया गया है।
8. पूर्ण कालिक अध्वक्ष :—एक पूर्ण कालिक कल्याण आयुक्त गोवा, दमण और दीव के संघ राज्य क्षेत्र में इसलिए नियुक्त किया गया है जिससे कि उस राज्य क्षेत्र के कल्याण कार्य में तेज प्रगति हो।

## भाग 2

वर्ष 1968-69 के लिए लेखा विवरण

	प्राप्तियां	व्यय
	रु०	रु०
1. अप्रैल, 1968 को आरम्भ अतिशेष	1,99,12,016.00	
वर्ष के दौरान	77,16,165.00	
वर्ष के दौरान व्यय		28,92,223.00
31 मार्च, 1969 को अन्त अतिशेष		2,47,35,938.00
	2,76,28,181.00	2,76,28,181.00

भाग 3

वर्ष 1969-70 के लिए प्राप्तियां और व्यय का प्राक्कलन

प्राक्कलित प्राप्तियां	72,00,000
प्राक्कलित व्यय	65,64,000

[सं० 9/3/69-एम-III.]

सी० आर० नायर, अवर सचिव ।

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 13th May 1970

**S.O. 1974.**—In exercise of the powers conferred by sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) the Central Government hereby appoints for the States of Maharashtra, Gujarat, Andhra Pradesh, Mysore, Kerala and Tamil Nadu, the under-mentioned officers under the Regional Settlement Commissioner, Bombay as Managing Officer for the purpose of performing the functions assigned to such officers by or under the said Act with immediate effect:—

- (1) Shri M. B. Bhalla, Asstt. Settlement Officer.
- (2) Shri T. R. Chona, Asstt. Settlement Officer.
- (3) Shri R. S. Dhuri, Asstt. Settlement Officer.

[No. 8/53/ARG/64.]

**S.O. 1975.**—In exercise of the powers conferred by clause (a) of sub-section (2) of Section 16 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints for the States of Maharashtra, Gujarat, Andhra Pradesh, Mysore, Kerala and Tamil Nadu, the under-mentioned officers in the office of the Regional Settlement Commissioner, Bombay, as Assistant Custodian of Evacuee Property for the purpose of discharging the duty assigned to the Custodian by or under the said Act with immediate effect:—

- (1) Shri M. B. Bhalla, Asstt. Settlement Officer.
- (2) Shri T. R. Chona, Asstt. Settlement Officer.
- (3) Shri R. S. Dhuri, Asstt. Settlement Officer.

[No. 8/53/ARG/64.]

New Delhi, the 16th May 1970

**S.O. 1976.**—In exercise of the powers conferred by sub-section (1) of section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints for the States of Punjab & Haryana, Shri S. N. Bahl, Asstt. Settlement Commissioner Incharge in the office of the Regional Settlement Commissioner, Jullundur, as Custodian for the purpose of discharging the duties imposed on custodian by or under the said Act with immediate effect.

[No. 6(7)/ARG/62.]

JANKI NATH,

Settlement Commissioner (C) &  
Ex-Officio Under Secy.

